



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in DUCATI REVS NW – 2-Day Track Event (the “Activity”), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Motorrad, LLC dba SoSo Cycles**, located at Lafayette, California, their affiliates, managers, members, employees, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damage, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including travelling to and from and event related to this Activity. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to, from and during the Activity. _____

I agree to indemnify and hold harmless **Motorrad, LLC** against any and all claims, suits or action of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If **Motorrad, LLC** incurs any of these types of expenses, I agree to reimburse **Motorrad, LLC**. _____

I acknowledge that **Motorrad, LLC** and their directors, officers, employees, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of **Motorrad, LLC**.

I acknowledge that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, and/or producers of the event. _____

I acknowledge that I have carefully read this “Waiver and Release of Liability” and fully understand that it is a release of liability. I expressly agree to release and discharge **Motorrad, LLC** and all of its affiliates, managers, employees, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring legal action against **Motorrad, LLC** for personal injury or property damage.

To the extent that case law or statute does not prohibit releases for negligence, this release is also for negligence on the part of **Motorrad, LLC** its agents and employees.

To the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of negligence or recklessness.

Motorrad, LLC prohibits anyone participating in the Activity from operating a motor vehicle within four (4) hours of consuming alcohol. The use of any controlled substances, other than alcohol, is strictly prohibited for the duration of the Activity. _____

In the event of an emergency, please contact the following person(s):

EMERGENCY CONTACT _____

TELEPHONE _____

PARTICIPANT NAME PRINT _____

SIGNATURE _____

DATE _____