

Heels & Wheels Ride – July 19, 2008

RIDE RELEASE FORM FOR ADULTS

You have elected to participate in a dealership sponsored “Ride,” “Activity” (hereinafter, “**Event(s)**”). Any one or more of the following are a sponsor or otherwise involved in such Event(s): Harley-Davidson, Inc., Harley-Davidson Motor Company, [the Harley Owners Group], Venutra Chapter, Inc. (dba Ventura HOG Chapter), Ventura Motorsports, Inc. (dba Ventura Harley-Davidson and Buell), Amazon Heart Foundation, Amazon Heart Thunder and the Pointsettia Pavillion, (hereinafter, the “**Sponsors**” or each a “**Sponsor**”). Participation in the Event(s) is entirely voluntary. Because the Event(s) involve increased risk of physical harm to the participants, the Sponsors want you to understand the nature of these risks before you choose to accept them.

Risks of the Event(s): Motorcycling is dangerous. All motorcycle activities involve some degree of risk. The riding of motorcycles in a group presents a number of commonly known risks, including but not limited to, the failure of the motorcycle to operate properly, the condition and layout of the premises and equipment used, varying road conditions, varying weather conditions, varying traffic conditions or traffic hazards, unknown driving conditions due to detours, human error by the rider or another participant, improper maintenance or repair of the motorcycle or another participant's motorcycle, inexperience of the rider or another participant, the consumption of alcohol by the rider or another participant and collision with another participant. Motorcycle riding requires the rider to develop a mastery of specialized driving skills and techniques to be done safely. Accidents can cause property damage and serious injury to any part of the human body, and in some cases paralysis or death. Not all Event(s) are supervised by “road captains” and even if supervised, accidents may happen. The conditions of the ride may change or become more hazardous and dangerous during the time that the rider is participating in the Event(s).

You represent that you are familiar with the operation of motorcycles and fully understand the nature of and risks associated with the Event(s). You represent that you will comply with all laws, including any laws regarding the wearing of a helmet or other protective gear, and will comply with all Event(s) rules and regulations. If you are a driver of a motorcycle, you represent that you have motorcycle insurance and a valid driver's license. You believe yourself to be qualified to participate in the Event(s) and enter into restricted areas where the Event(s) are conducted. IF YOU BELIEVE ANYTHING IS UNSAFE, YOU WILL NOTIFY EVENT(S) OFFICIALS AND YOU WILL IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S) AND/OR LEAVE ANY RESTRICTED AREA.

Liability Release and Indemnification. The Sponsors require that you recognize the risks inherent in participating in the Event(s) and provide the following release from liability and indemnification, as a condition to the Sponsors permitting you to participate:

In consideration of my participating in the Event(s), I, _____
_____(print name), on behalf of myself, my next of kin and personal representatives, hold harmless, release, waive and discharge the Sponsors, their officers, directors, shareholders, representatives, owners, members, employees, agents, successors and assigns (the “**Releasees**”) from all liability due to the active or passive negligence of any Releasee or otherwise in any way arising from or related to the Event(s). I further agree that except in the event of willful misconduct by a Releasee, I shall bring no claims, demands or litigation of any kind against any Releasee, for any economic or non-economic loss or damage due to mental distress, bodily injury, death or property damage sustained by me arising from or in relation to the Event(s). This release includes, but is not limited to, any loss arising from or connected with any of the risks described in the preceding paragraphs. I also agree to indemnify, defend and hold harmless the Releasees from (i) any liability, demand, damage, claim, cost, loss or expense (including attorney's fees) they may incur because of any lack of capacity or defect in capacity in executing this agreement and (ii) any liability, demand, damage, claim, cost, loss or expense (including attorney's fees) in any way

arising from or related to my participation in the Event(s), except that such indemnification shall not apply to the fraud, gross negligence or intentional misconduct of such Releasee. **I agree that my participation is at my own risk and that I assume full responsibility for and risk of any and all injury, illness, death, property damage or loss.**

You acknowledge that there may be alcoholic beverages available during any Event(s) at the ride destination or stops along the way and understand that the Sponsors will not provide, serve or pay for such beverages. **Any consumption of alcoholic beverages will be at your sole discretion and risk.** The Sponsors require that if you voluntarily consume alcoholic beverages, such consumption must be moderate and within all laws governing the operation of a motorcycle, and that under no circumstances should you either drive or participate as a passenger if you feel either you or your passenger or rider is the slightest bit impaired. You acknowledge that the Sponsors have expressly advised you against operating or riding on a motorcycle after consuming any alcohol. **You understand that they assume no responsibility or liability with respect to the serving or consumption of any alcohol and strongly recommend against any alcohol consumption.**

I acknowledge that the foregoing agreement, release and assumption of risk is intended to be as broad and inclusive as possible as is permitted by California law and if any part of this agreement, release and assumption of risk is found to be unenforceable or invalid for any reason, the remaining provisions and portions shall remain in full force and effect. **I, the undersigned, have read, understand and voluntarily sign the foregoing agreement, release and assumption of risk.** I understand and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. *I acknowledge that the Sponsors are materially relying on this waiver in allowing me to participate in the Event(s).* **I AM FULLY AWARE OF THE RISKS AND HAZARDS INHERENT IN PARTICIPATING IN THE EVENT(S) AND UNDERSTAND THAT PARTICIPATION IN THE EVENT(S) CAN BE DANGEROUS AND INVOLVE THE RISK OF ANY OR ALL OF THE FOLLOWING: SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.** I also agree that this agreement is governed by the laws of the State of California.

-RIDER-	-PASSENGER-
Signature	Signature
Print Name	Print Name
Address	Address
City/State/Zip	City/State/Zip
Phone: ()	Phone: ()
Date	Date
E-Mail Address:	E-Mail Address:
Rider's Info Below:	
CDL #	
Ins. Carrier:	

THIS IS A RELEASE—READ BEFORE SIGNING