

The American Legion – Charles F. Thomas IV – Post 117 – Palm Bay, Florida
American Legion Riders – Chapter 117
Waiver, Release from Liability, and Covenant Not to Sue

I, _____ **Hereby Waive and Release**, indemnify, hold harmless and forever discharge The American Legion Department of Florida (Department), The American Legion Riders Chapter (Chapter) and any and all sponsoring American Legion Posts (Posts) and American Legion Riders Chapter(s) (Chapter(s)), as well as employees, officers, volunteers, and agents, of Department, Chapter(s), and Posts (The Department, Chapter(s), and Posts, including all employees, officers, volunteers, and agents of the Department, Chapter(s), and Posts are hereby known as the “Released Parties”) from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind or nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by or on the premises of, or for the benefit of Department, Chapter(s), or Posts, **even if such damages arise out of the negligence or fault of the Released Parties**. Specifically, the scope of this Waiver, Release from Liability, and Covenant Not to Sue shall include the 2016 American Legion Riders Florida In-State Legacy Run, an event centered on the use and operation of motorcycles. I understand that the activities that I will participate in, such as the use and operation of motorcycles, as well as any participation near others using and operating motorcycles, is inherently dangerous and may cause harm or grievous injuries, including bodily injury, damage to personal property and/or death. By my signature on this document I assume all responsibility for personal injury, death, or damaged property that may occur while I am participating in any activity associated with an affiliated club or organization of Department, Chapter(s), or Posts. On behalf of myself and my legal heirs, minor children, assigns, and next of kin, I waive all claims for damages, injuries, or death sustained by me or my property that I may have against the aforementioned Released Parties. I sign this document on my own accord and not under any duress or threat of duress, without inducement, or harassment. I certify that I am at least 18 years of age and am legally authorized to sign this waiver on my own behalf. I understand and agree that I have had sufficient time to review this document and to ask questions regarding this document. I also understand that by signing this waiver I relinquish any right or future right to seek damages, either direct or consequential, against Department, Chapter(s), and/or Posts for my participation in the activity herein described. I agree that this Waiver and Release shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceedings shall be in Brevard County, Florida. Furthermore, as I, the undersigned, am not required to participate in the event and am doing so voluntarily, I agree that I am signing this document from an equal bargaining position with the Released Parties.

***** Read Waiver and Release Before Signing *****

Signature of Participant	Printed Name of Participant	Date
Signature of Witness	Printed Name of Witness	Date

For Official Use Only

Waiver Received By: _____

Date Received: _____

Check Participant Valid Driver’s License - Y N Verified initials _____