

SOCAL Challengers

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

Car Cruise Events, SOCALChallengers

All car cruise events hosted either fully, or in part, by SOCAL Challengers

VEHICLE ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the event(s) described above I agree:

1. I acknowledge that vehicle activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of driver's equipment, vehicular traffic, actions of other people including, but not limited to, organizers, participants, volunteers, spectators, SOCAL Challengers, and its officers. These risks are not only inherent to drivers, but are also present for passengers and spectators. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing, conducting, or participating in this event and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my actions, civil or otherwise.
2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event(s), in which I may participate and that it will govern my actions and responsibilities at said events. I certify that I am not under the influence of any narcotic, alcohol, or other drug that may impair my understanding or judgment and that I will not at any time during the event(s) operate my vehicle under the influence of any narcotic, alcohol, or drug. I certify that I have fully adequate insurance to cover all medical claims, the vehicle and any other equipment, and any damage or liability I may ultimately be found responsible for during all travel to the point of my entry into the Cruise, the Cruise, the period between the end of the Cruise and final destination, the period of the remainder of the event at the final destination and my departure from the final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate a vehicle in a safe manner and my license has all vehicle endorsements or certificates required by my state of residence.
3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: SOCAL Challengers, officers of aforementioned entity, committee persons, cruise organizers, members, and participants and (B) indemnify and hold harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event. Accordingly, I do hereby release and discharge SOCAL Challengers, officers of aforementioned entity, committee persons, cruise organizers, members, and participants from all claims, demands, and causes of action of every kind whatsoever for any death, damages, and /or injuries which may result from my participation in this event. This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the event(s). I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.
5. I certify I will adhere to all state laws and regulations while operating my vehicle at this event that is or may be required by the United States and/or any state in which my participation occurs and that my vehicle is in safe operational condition. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to drive may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s).
6. I agree to pay for all expenses (including, but not limited to, lodging, food, beverages, gasoline, oil, repairs and maintenance, and any other costs or expenses I may incur) intending that SOCAL Challengers shall be totally free of such costs and expenses.

7. As additional consideration for being allowed to participate in the event(s) described above, I hereby assign to SOCAL Challengers any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other drivers or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against SOCAL Challengers, officers of aforementioned entity, committee persons, cruise organizers, members, and participants may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that SOCAL Challengers, officers of aforementioned entity, committee persons, cruise organizers, members, and participants shall be liability free with regard to anything in any way connected with the event.

The undersigned, for themselves, their personal representatives, heirs and next of kin:

1. Hereby releases, waives, discharges and covenants not to sue the promoters, participants, sanctioning organizations or any subdivision thereof, drivers, rescue personnel, sponsors, advertisers, owners and leasees of premise used to conduct the EVENT, premise and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees" from all liability to the undersigned, their personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the EVENT, whether caused by the negligence of the releasees or otherwise.
2. Hereby agrees to indemnify and save and hold harmless the releasees and each of them from loss, liability, damage, or cost they may incur arising out of or related to the undersigned's injury or death, whether caused by the negligence of the releasees or otherwise.
3. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of, or related to the EVENT whether caused by negligence of releasees or otherwise.
4. Hereby acknowledged that the activities of the EVENT are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.
5. Hereby agrees that this release and waiver of Liability, assumption of risk and Indemnity Agreement extends to all acts of negligence by the releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. MY SIGNATURE INDICATES AGREEMENT TO ALL TERMS AND CONDITIONS STIPULATED IN THE ABOVE WAIVER.

Full Signature of Participant: _____

Printed name: _____ **Date:** _____

Full Signature of Witness: _____

Printed name: _____ **Date:** _____