

Phoenix Children's Hospital and Phoenix Children's Hospital Foundation

(Sponsors/Beneficiaries)

ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT

Ride (Event): _____

Date of Ride: _____

In consideration of my participation in the above named event, **I HEREBY WAIVE AND RELEASE ANY AND ALL RIGHTS AND CLAIMS OF ANY NATURE, FOUNDED IN WHOLE OR IN PART UPON ANY TYPE OF NEGLIGENCE**, that I may have against Phoenix Children's Hospital, Phoenix Children's Hospital Foundation, and any other person or entity participating in this event, arising out of or resulting from any and all injuries or damages of any nature, including death, which I may suffer while taking part in the event or any activities connected with the event.

1. Assumption of Risk. I, on my own behalf and on my behalf of my heirs, personal representatives, assigns and other successors in interest, agree as follows:

a. In signing this document, I represent that I am fully knowledgeable of the danger and hazards associated with riding vehicles/motorcycles. I understand that this activity in which I am participating has inherent risks, including, but not limited to, the potential for death, serious personal injury and property loss, and voluntarily and willingly chooses to participate in this Event. In choosing to participate in this Event, I hereby fully accept and assume all risks involved in operating a vehicle/motorcycle or participating as a passenger in this event.

b. I shall assume and pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorize such expenses.

c. **Damages to the Vehicle**. I further acknowledge and agree that I accept **full and immediate financial responsibility** for any and **all damages to my vehicle** as a result of my choosing to participate in the Event, including but not limited to collisions involving the vehicle and any other moving and/or stationary objects, and collisions with the ground either while moving or at a standstill or both.

2. Waiver and Release of Liability. Knowing these risks, and in consideration of Sponsors conducting or sponsoring the Event, I, on my own behalf and on my behalf of my heirs, personal representatives, assigns and other successors in interest, agree as follows:

a. I release, waive, remise, discharge, covenant not to sue and agree to hold Sponsors, its members, affiliates, employees, agents, directors, officers, or assigns harmless from any and all claims, demands, and actions of any and every kind I have, may have, or hereafter accrue against Sponsors directly or indirectly arising out of or relating in any respect to my participation in the Event. My assumption of the risk, waiver and release of all claims, demands, actions, and

liability shall include, without limitation, any injury, including death, damage or loss to my person or property which may be sustained by me before, during, or after the Event. I further agree to indemnify and hold Sponsor harmless from any and all losses, damages, claims, and expenses, including attorneys fees, arising from or relating in any respect to my participation in the Event.

b. I represent that I do not have any physical, mental or other impairments, conditions, or disabilities that may affect my safety or ability to participate in the Event. I further agree that I alone am responsible for my safety when participating in the Event.

c. I represent that I hold a **valid motorcycle driver's license**, possess applicable **insurance**, understand the choice of wearing an authorized **helmet and other protective gear and equipment** during the Event, and have **experience in the operations and riding of motorcycles**.

d. I agree to obey all traffic laws throughout the duration of the Event.

e. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I further agree that this Assumption Of The Risk, Waiver, And Release Of Liability Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Arizona, and if any word, term, clause, or part of any provision of this agreement shall be invalid, illegal, or unenforceable for any reason, the same shall be ineffective, but the remainder of this agreement shall not be affected and shall remain in full force and effect.

BY SIGNING THIS AGREEMENT, I CERTIFY THAT I HAVE READ THIS ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND IT AND INTEND IT TO EXEMPT AND RELEASE SPONSOR FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS AND DEMANDS, RIGHTS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT I MAY HAVE NOW OR LATER AGAINST THE RELEASED PARTIES, INCLUDING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ANY CAUSE. IN ADDITION, I CERTIFY THAT I AM FULLY FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO MY VEHICLE. FURTHERMORE, I AM NOT RELYING ON ANY OTHER STATEMENTS OR REPRESENTATIONS NOT INCLUDED IN THIS AGREEMENT.

SIGNATURE

DATE

PRINT NAME

LICENSE NUMBER AND STATE

INSURANCE COMPANY AND POLICY NUMBER

PHONE NUMBER

EMAIL ADDRESS