

# **WAIVER AND RELEASE AGREEMENT**

## **PLEASE READ CAREFULLY BEFORE SIGNING**

### **THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

In consideration for my being permitted to participate in the activities sponsored by Evergreen Environmental Services, LLC, I agree to the following Waiver and Release:

I acknowledge that a motorcycle bike rally has inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of serious bodily injury from falling from a motorcycle;
2. The risk of serious bodily injury from making contact with and/or crashing a motorcycle into another motorcycle, an automobile or any other obstacle;
3. Inclement weather conditions;
4. The risk of failing to possess the required valid motorcycle operator's license;
5. The risk of not having the required skills and ability to operate a heavyweight motorcycle;
6. The risk of injury for failing to wear the appropriate attire and approved helmet.

I understand the risks, hazards, and dangers of a motorcycle bike rally and have had the opportunity to discuss them with Evergreen Environmental Services, LLC. I understand that these activities may require physical conditioning and a degree of skill and knowledge. I believe I have the physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks, hazards and dangers. I AM VOLUNTARILY USING THE SERVICES OF EVERGREEN ENVIRONMENTAL SERVICES, LLC WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS EVERGREEN ENVIRONMENTAL SERVICES, LLC, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury paralysis or death results

from negligence of Evergreen Environmental Services, LLC or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Evergreen Environmental Services, LLC, its directors, officers, agents, employees and volunteers as a result of any injury, paralysis or death suffered in connection with my use and participation in the activities of Evergreen Environmental Services, LLC.

I certify that I am an experienced motorcyclist holding a valid motorcycle endorsement on my driver's license. I am aware of the dangers and risks inherent to motorcycle operations including the risk of serious bodily injury or death to motorcycle operators and passengers. I certify that I have liability insurance covering my operations of my motorcycle. I acknowledge that other motorcyclists are participating in such event and their operations may constitute a hazard to me or my motorcycle and Evergreen Environmental Services, LLC, its officers, agents and employees are entitled to rely upon the representations made by me herein.

Further, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS EVERGREEN ENVIRONMENTAL SERVICES, LLC, its directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with any damages, losses, injury paralysis or death resulting from my consumption of any alcoholic beverages that are served during my participation in these activities.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number