

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY ARGUMENT

I _____ (herein referred to as "Participant" being of lawful age, and in consideration of participating in Brave Heart Poker Run on April 27, 2024, do hereby release and discharge all of the following persons and entities collectively referred to as the "release parties": High Desert Harley-Davidson, TMI Group, INC, Indian Motorcycle Boise, Triumph Boise; all Brave Heart Poker Run organizers and sponsors; all owners, members, agents, employees, and volunteers involved in or otherwise assisting with Brave Heart Poker Run from and all liability to the Participant, his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit, or demand on account of injury to the person or property on the Participant or resulting in the death of the Participant, arising out of, or result of participation in Brave Heart Poker Run. Moreover, by signing this document and or by participating in any fashion in Brave Heart Poker Run on April 27, 2024, the participant hereby releases and discharges the State of Idaho, and Idaho Transportation Department, and its agencies, officials, and employees from and against all liability to the participant (signed below), his/her spouse, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the Participant or resulting in the death of the Participant, arising out of, or the results of participation in Brave Heart Poker Run.

In Particular, I understand:

1. Participation in any motorcycle event, including Brave Heart Poker Run, carries with its certain risks, including but not limited to injury, damage, and loss of life. With knowledge of the risks of participation in Brave Heart Poker Run and by signing this waiver I am affirming I voluntarily accept these risks.
2. I affirm that I am a licensed motorcycle rider with appropriate and current insurance and have the ability and experience to safely operate a motorcycle in this event, or that I am with/on a motorcycle whose operator has such ability, experience, and possesses both a current license and appropriate insurance.
3. I release from all liability, agree to full defend, indemnify and hold harmless, discharge and covenant not to sue and waive all rights and remedies against the released parties, Idaho, and the Idaho Transportation Department, their spouses, legal representatives, heirs or next of kin for any and all loss or damage, and/or claim, suit or demand on account of injury to the person or property of the participant or resulting in the death of the Participant, arising out of, or the results of participation in Brave Heart Poker Run, inaction or negligence of the release parties or for any other reason.
4. The released parties, Idaho Transportation Department are held harmless for any and all claims which may arise from injury, damage, loss, or otherwise in any way related to my participation in Brave Heart Poker Run.
5. This is an express agreement exempting the released parties, Idaho, and the Idaho Transportation Department for Liability for negligence.
6. I am contracting away my legal rights and remedies for future negligence of the released parties, Idaho, and the Idaho Transportation Department related to Brave Heart Poker Run.
7. The released parties, Idaho, and the Idaho Transportation Department are absolved from any and all legal duties otherwise owed to me including duty to act without negligence.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial by signing it, and have signed it freely and voluntarily without an 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.

Date: _____

Printed Name: _____

Signature: _____