

VOLUNTARY WAIVER, CONSENT, RELEASE, AND HOLD HARMLESS AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. YOU ARE NOT REQUIRED TO PARTICIPATE.

NAME OF EVENT: Chicago IMRG Annual Ride Waiver for Year 2025 Date: _____

LOCATION OF EVENT ALL rides and evenets. CHAPTER NAME: Chicago IMRG #2022

1. In consideration for being allowed to participate in the event described above ("Event") sponsored and/or conducted by Indian Motorcycle® Company, Polaris Industries Inc., the Indian Motorcycle Riders Group® (IMRG™), authorized Indian Motorcycle® dealers and/or local Indian Motorcycle Riders Group® chartered Chapters and each of their respective affiliates, officers, directors, employees, agents, successors and assigns (the "Event Sponsors"). **I agree to assume all risks, waive all claims, release all liability, and defend and hold Polaris, its dealers, Chicago IMRG chapter 2022 & it's officers, and Event Sponsors harmless to the fullest extent allowed by law.**
2. **I ACKNOWLEDGE AND AGREE THAT:**
 - I have a valid driver's license and motorcycle endorsement, and I can legally operate a Motorcycle as part of the Event.
 - I have reviewed, am familiar with, and will comply at all times with the SAFETY INSTRUCTIONS provided by the Road Captain and/or Event Sponsors, ALL INSTRUCTIONS AND WARNINGS contained in the Owner's Manual, and the WARNINGS ON ALL VEHICLES, including the use of a helmet and other personal protective equipment. **I have not and will not consume alcohol or any other substance that could impair my judgment or driving ability.** If I have any questions, I will ask before riding.
 - I am aware of and voluntarily assume THE RISKS ASSOCIATED WITH MOTORCYCLES, including SERIOUS INJURY AND/OR DEATH caused by loss of vehicle control, collisions, mechanical failures, trail conditions, my own negligent acts, the negligent acts of other riders, and the potential negligence of Event Sponsors, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks.
3. **I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND** that I have or may in the future have relating to the Event, whether directly or by subrogation or otherwise, against the Chicago IMRG Chapter 2022 & it's officers or Event Sponsors.
4. **I AGREE TO RELEASE THE Chicago IMRG Chapter 2022 and/or Event Sponsors FROM ANY AND ALL LIABILITY** for any loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in the Event. I understand that this waiver and release do not extend to intentionally wrongful acts on the part of the Event Sponsors.
5. **I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CODE**, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me may have materially affected my decision to sign this agreement.
6. **I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE Chicago IMRG Chapter 2022 & it's officers and/or Event Sponsors** from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Event.
7. **I HEREBY GRANT** to the **Chicago IMRG Chapter 2022 and/or Event Sponsors**, and those acting with their authority, the unrestricted, perpetual, worldwide right and LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE AND BIOGRAPHICAL INFORMATION, and any photograph, video or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
8. **THIS AGREEMENT SHALL BE GOVERNED BY MINNESOTA LAW**, without regard to its choice of law rules. Any dispute or claim relating to this Agreement, or the Event shall be finally resolved by BINDING ARBITRATION under the United States Arbitration Act in the state of Minnesota.

I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT.

I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT.

Driver's Name: _____ Driver's Signature: _____

Date of Birth _____ Phone #: _____ email: _____

Driver's License #: _____, State: _____