

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

This RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT concerns and releases your right to sue for money damages in case you are injured or die as a result of your participation in this event. **READ IT CAREFULLY AND DO NOT SIGN IT UNTIL YOU FULLY UNDERSTAND EVERYTHING YOU HAVE READ.**

Event Manx Club Retro Event

In consideration for allowing me to participate in any way in the event listed above, including its related events and activities, I, the undersigned, understand, acknowledge, appreciate, and knowingly and voluntarily agree that:

1. The dangers and hazards inherently involved in this event pose a risk of injury that is significant and substantial, and includes the risk of serious and permanent bodily injury and death. While particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury or death exists and is inherent in the activities involved in this event. Risks, and dangers may arise from foreseeable causes. In addition to the risk of injury to me, participation in this event also risks serious injury or death to other people and damage to property.
2. My participation in this activity is purely voluntary and I elect to do so at my own risk. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and the results of my participation in the event, even if I should cause injury or death to others or damage to my property or to the property of others.
3. I have no physical or emotional conditions which prevent me from fully participating in the Activity. I understand that I am not to use to be under the influence of alcohol or drugs of any kind while participating in this event.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE MANX DUNE BUGGY CLUB, MEYERS MANX INC., BRUCE MEYERS, WINNIE MEYERS, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, Buzz Mushet & The Banner Queen Ranch used for this activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING WHOLE OR IN PART FROM THE NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, BREACH OF CONTRACT, OR ANY OTHER ACT OR OMISSION OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law, resulting in any way from my participation in this event or the related activities, including the provision of emergency or medical services.
5. I expressly waive any rights I may have under California Civil Code 1542, which states: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MIGHT HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

I UNDERSTAND THAT THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IS A RELEASE OF ALL CLAIMS THAT IS BINDING ON ME, MY HEIRS, MEMBERS OF MY FAMILY, PERSONAL REPRESENTATIVES AND ASSIGNS. I UNDERSTAND THAT I AM ASSUMING ALL THE RISKS INHERENT IN THE EVENT.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date _____ Signed _____

ALL PARTICIPANTS SIGNATURES
