

## **ST. CLOUD SCOOTS**

### **WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Event(s)** from this point forward will mean: rides, meetings, gatherings and all other activities posted or communicated through the St. Cloud Scoots web site [www.stcloudscoots.com](http://www.stcloudscoots.com) by any and all registered user(s).

### **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Date:** This agreement is valid for all past present and future events with no end date set.

IN CONSIDERATION for being permitted to participate in a St. Cloud Scoots event,  
THE AGREEING  
PARTICIPANTS:

1. HEREBY WAIVE AND RELEASE, indemnifies, hold harmless and forever discharge St. Cloud Scoots and its coordinators, members, agents, employees, officers, directors, volunteers, affiliates, successors, and assigns, of and from any and all claims, demands, debts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events conducted by, on the premises of, or for the benefit of, St. Cloud Scoots.

I understand that the activities of scootering and motorcycling that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injury and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with St. Cloud Scoots, including but not limited to activities undertaken at the facilities, using the facilities and their equipment in any manner, form or fashion, and participating and/or engaging in any other related activities on and off the premises.

The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, whether by agreement, by operation of law, or otherwise.

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the agreeing participating in the event and whether caused by the negligence of the releases or otherwise.
  
3. HEREBY AGREE that he or she will not operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic violations.
  
4. HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in events.
  
5. HEREBY ATTEST that any and all vehicles in my possession at any St. Cloud Scoots events are insured while operated upon on public roads as required by law. Proof of insurance must be carried in the vehicle.

EACH OF THE AGREEING expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand and accept that in the course of my attendance at and participation in a St. Cloud Scoots event, film or photography may be taken, or illustration may be made of me and/or my personal property (including my Scooter and/or Motorcycle). I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by St. Cloud Scoots and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

THE AGREEING HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.