

Cape Fear 1000 Rally
Disclaimer, Release, Waiver of Liability
and Indemnity Agreement

I, the undersigned rider, acknowledge and understand that the Cape Fear 1000 is a motorcycle endurance rally. I am participating in the Cape Fear 1000 Rally voluntarily, and agree to hold no one but myself accountable for any damages, losses, injuries, or death which may arise as a result of participation in this event.

I understand the Cape Fear 1000 is not a race and excessive speeding will not be tolerated. I further understand that motorcycling is an inherently dangerous activity which should only be undertaken by competent, experienced individuals. I acknowledge that, during the course of the Cape Fear 1000, I will almost certainly be subjecting myself to hazards above and beyond those encountered in everyday motorcycle-related activities. I accept full and complete responsibility for my own safety during the rally. I am fully aware that motorcycling under the best of conditions, let alone adverse road, light, weather, rider, and traffic conditions is inherently dangerous, and could result in injury, or death. I knowingly and voluntarily accept these risks, and the responsibilities, which I may incur or which I may cause to another, as a condition of participation in the Cape Fear 1000, and hereby waive any and all claims I have or may have against the Cape Fear 1000, its organizers, agents and participants as a result of my participation in the Cape Fear 1000. I further agree to defend, indemnify and hold harmless the rally, its organizers, sponsors, volunteers, agents and participants from all claims asserted against them by third parties arising out of my conduct during the rally.

NOW, THEREFORE, IN CONSIDERATION for being permitted to participate in the Cape Fear 1000 Rally, THE UNDERSIGNED:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Coastal Carolina Rally Krewe, a South Carolina Nonprofit Corporation, and its related companies, motorcycle dealers, the officers, the directors, the management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referenced to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in injury to or the death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is participating in the Cape Fear 1000 Rally; and,

2. FURTHER AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the Cape Fear 1000 Rally and whether caused by the negligence of the releasees or otherwise; and,

3. FURTHER AGREES that in order to participate in this event, the undersigned rider must provide or present a valid operator's license and proof of personal injury and property damage liability insurance coverage in such amounts as may be required in the sole discretion of the releasees; and,

4. FURTHER AGREES that while participating in the Cape Fear 1000 Rally, he or she will not ride while under the influence of alcohol or any substance which affects the ability to operate or control his or her vehicle; and,

5. FURTHER AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statues, ordinances, or regulation and shall be personally liable for all fines and penalties for traffic law violations.

6. FURTHER AGREES to wear minimum safety apparel as required by state law(s). Minimum safety apparel for these purposes may include a Department of Transportation-approved safety helmet. Rider and passengers are strongly advised to wear a helmet whether required by law to do so or not, and are strongly advised to wear glasses, goggles or a face shield and additional protective outerwear such as gloves, long-sleeved protective jacket, boots and long protective trousers, or protective riding suit while participating in the Cape Fear 1000 Rally. RIDER ACKNOWLEDGES AND UNDERSTANDS that failure to wear proper safety apparel may result in the rider's injury or death.

7. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while participating in the event.

8. ACKNOWLEDGES that by continuing to the next page of the registration process he or she will be deemed to have electronically signed this document and such electronic signature shall be as fully binding on the participant as if this document were to bear his or her original signature. Further, that he or she will be required, upon request, to provide a copy of this Release and Waiver of Liability and Indemnity Agreement with original signature(s) and properly notarized to the Coastal Carolina Rally Krewe at such address as may be directed.

THE UNDERSIGNED expressly acknowledges and agrees that activities associated with the event are dangerous and involve the risk of serious injury and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by any city, county, state, or federal jurisdiction through which THE UNDERSIGNED might pass during his or her participation on the Cape Fear 1000 Rally.

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

THE UNDERSIGNED ALSO AGREES TO release the use of any photos, slides, videotapes, motion picture film, computer images, electronic or written mail, etc. that might contain the UNDERSIGNED for future use in promotional and/or informational activities as deemed appropriate by any of the releasees.

Signed by me, this _____ day of _____, 20____:

Signature

Print Name

Sworn to and Subscribed before me
this _____ day of _____, 20____.

Notary Public for _____
My Commission expires: _____

(Seal)