

FULL THROTTLE FULL MAG RIDING ASSOCIATION

Ride Free. Ride Lawful. Ride Connected.

ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY

Required by Section 4.09 of the FTFM Constitution and Bylaws, Revision 3.2

**READ THIS DOCUMENT BEFORE YOU SIGN IT.
IT IS A LEGAL CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS.
BY SIGNING IT YOU GIVE UP YOUR RIGHT TO SUE THE ASSOCIATION AND
THE PEOPLE NAMED BELOW FOR INJURIES CAUSED BY THEIR NEGLIGENCE.
DO NOT SIGN IT IF YOU DO NOT UNDERSTAND IT.**

1. Participant

Full legal name _____ Riding name _____

Date of birth _____ Phone _____

Mailing address _____

Chapter or Vanguard _____ Status _____

Membership status: Full Patched Member, Prospect, Associate, Vanguard, or Guest.

2. Activities Covered by This Agreement

This agreement applies to every ride, run, event, meeting, fundraiser, charity function, escort, gathering, and activity organized, sponsored, promoted, or attended under the name of the Full Throttle Full Mag Riding Association, and to all travel to and from those activities.

This agreement takes effect on the date signed below and remains in effect until it is revoked in writing or until the annual renewal date, whichever comes first. It is a continuing agreement covering every activity in which I participate during that period. It is not signed before each ride.

In this agreement, "Released Parties" means the Full Throttle Full Mag Riding Association, its Founder, its Officers, its Chapters, its Chapter Executive Boards, its Road Captains, its Sergeants-at-Arms, its Vanguards, its Members, its volunteers, and its event organizers, each in their individual and official capacities.

3. Assumption of Risk

I understand that riding a motorcycle is dangerous, that riding in a group adds risks that do not exist when riding alone, and that those risks cannot be eliminated no matter how much care is taken. I have read the following list and I understand it. I know the list is not complete.

(A) Collision with other motorcycles, vehicles, pedestrians, animals, or fixed objects.

(B) Loss of control from road surface conditions, gravel, debris, potholes, painted lines, railroad crossings, weather, wind, or reduced visibility.

- (C) Riding in formation, including close spacing, staggered position, sudden braking, and the actions of riders ahead of and behind me.
- (D) Mechanical failure of my own motorcycle or of any other motorcycle or vehicle in the group.
- (E) The acts, omissions, inexperience, judgment, fatigue, distraction, or impairment of any other rider or driver, whether or not that person is a Member.
- (F) Route selection, pace, group size, stops, delays, and decisions made by a Road Captain or ride leader.
- (G) Delay in emergency medical assistance because of location, traffic, or distance.
- (H) Serious bodily injury, permanent disability, paralysis, disfigurement, property damage, and death.

I choose to participate anyway. I accept and assume all of these risks, both those listed and those not listed, and I take full responsibility for my participation.

4. Release and Waiver of Liability, Including for Negligence

This Section is the most important part of this agreement. Read it carefully.

I RELEASE, WAIVE, AND DISCHARGE THE RELEASED PARTIES FROM ALL CLAIMS, DEMANDS, LAWSUITS, AND CAUSES OF ACTION FOR PERSONAL INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF MY PARTICIPATION, INCLUDING CLAIMS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES THEMSELVES.

I UNDERSTAND THAT THE WORD "NEGLIGENCE" MEANS THE FAILURE TO USE THE CARE THAT AN ORDINARILY CAREFUL PERSON WOULD USE UNDER THE SAME CIRCUMSTANCES. I UNDERSTAND THAT I AM GIVING UP MY RIGHT TO SUE THE RELEASED PARTIES EVEN IF THEY ARE CARELESS AND THEIR CARELESSNESS CAUSES ME HARM.

I AM GIVING UP THIS RIGHT KNOWINGLY AND VOLUNTARILY.

I also agree not to sue the Released Parties for any claim released above, and I agree that this release binds my heirs, my executors, my administrators, and anyone else claiming through me.

5. What This Release Does Not Cover

This release does not apply to, and I do not waive, any claim arising from gross negligence, recklessness, willful or wanton misconduct, or intentional acts by any of the Released Parties. Missouri law does not permit the release of such conduct, and nothing in this agreement is intended to release it.

This release does not apply to any claim against any person or entity who is not a Released Party, including any other motorist, any property owner, any manufacturer, or any repair facility.

If any part of this agreement is held to be unenforceable, that part shall be modified to the least extent necessary to make it enforceable, or severed if it cannot be modified. Every remaining part stays in full effect.

6. My Responsibilities as a Rider

(A) I hold a valid motorcycle operator's license or permit, and I maintain motorcycle liability insurance meeting or exceeding the minimum required where I live. I will keep both current.

(B) My motorcycle is mine to maintain. I am solely responsible for its mechanical condition, its legal compliance, and its fitness to ride. I understand that a Road Captain's pre-ride check is a courtesy only, that it is not an inspection, and that no Released Party has any duty to inspect my motorcycle or to warn me about its condition.

(C) I will not ride while impaired by alcohol, drugs, medication, fatigue, or illness. I understand that I may be asked to leave any FTFM activity if I appear impaired, and that leaving is my responsibility.

(D) My participation is voluntary. I am never required to ride in formation, at any particular speed, or in any particular weather or road condition. I may decline to ride or leave a ride at any time without penalty to my standing, and I understand that no Released Party will judge my riding ability for me.

(E) I will obey all traffic laws. I understand that FTFM does not authorize, condone, or take responsibility for any unlawful act by any rider, and that I alone bear the consequences of my own conduct on the road.

(F) I have read Section 4.10 of the FTFM Bylaws regarding weapons and personal legal compliance. If I lawfully carry, I do so in my individual capacity and I am solely responsible for compliance with all applicable law. FTFM provides no legal authority, permission, protection, defense, or indemnity in connection with any weapon.

7. Emergency Contact and Medical Authorization

Emergency contact _____ Relationship _____

Emergency contact phone _____

Allergies or medical information you want responders to know (optional):

I authorize the Released Parties to arrange emergency medical treatment on my behalf if I am unable to consent. I understand that no Released Party is required to provide, arrange, or pay for medical care, and that I am responsible for the cost of any care I receive.

I understand that FTFM does not provide health insurance, accident insurance, disability coverage, or any other benefit to me, and that carrying insurance for myself is my own responsibility.

8. Media, Likeness, and Content

Under Section 2.05 of the FTFM Bylaws, I consent to the use of my likeness, my riding name, and my Chapter affiliation in FTFM photographs, video, publications, and social media for the promotion of the Association and its mission. I may withdraw this consent as

to future use by written notice to the Founder. Withdrawal does not require the recall of anything already published.

I understand the Association is not obligated to use, keep, or remove any particular image.

9. Participants Under Eighteen Years of Age

Complete this Section only if the participant named above is under eighteen (18) years of age. A minor participates only under the direct supervision of their sponsoring Member, as required by Section 6.01 of the FTFM Bylaws.

Minor's name _____ Age _____

Parent or legal guardian _____ Phone _____

As the parent or legal guardian of the minor named above, I state the following:

(A) I have read this entire agreement, including the Assumption of Risk in Section 3 and the Release in Section 4. I have explained the risks to the minor in terms the minor can understand.

(B) I release the Released Parties from any claim of my own arising out of the minor's participation, including my own claims for medical expenses, loss of services, and loss of companionship, and including claims caused by the negligence or fault of the Released Parties.

(C) I understand and agree that this agreement does not release, and does not attempt to release, any claim belonging to the minor personally. I understand that under Missouri law a parent cannot give away a child's own right to bring a claim, and that any settlement of a minor's claim requires court approval.

(D) I authorize emergency medical treatment for the minor if I cannot be reached, and I accept responsibility for the cost of that treatment.

(E) I will supervise the minor, or ensure that the sponsoring Member does, at every FTFM activity the minor attends.

10. Governing Law and Venue

This agreement is governed by the laws of the State of Missouri, without regard to conflict of law principles. Any dispute arising from it shall be brought exclusively in the state or federal courts located in the State of Missouri.

11. Acknowledgment and Signature

I have read this entire agreement. I understand it. No one has rushed me, pressured me, or told me it was only a formality. I have had the opportunity to ask questions and to have a lawyer review it if I wished. I am signing it freely, and I am at least eighteen (18) years of age unless Section 9 has been completed on my behalf.

Participant signature

Date

Printed name: _____

Parent or legal guardian, if participant is under 18

Date

Printed name: _____

Witness (optional)

Date