



EVENT RELEASE AND ASSUMPTION OF RISK (the "Release")

The undersigned ("Participant"), on my own behalf and on the behalf of my heirs, personal representatives, successors and assigns, for and in consideration of the opportunity to participate in a training session, ride, poker run, event, field meet, motorcycle or trike games, or other event conducted or held on **May 8th, 2022**, or any other date, and located on, riding from, riding to or connected with the property owned or leased by one or more of the Released Parties, and attended by the Participant ("the Event") which is conducted and/or sponsored by HD American Road LLC d/b/a Pocono Mountain Harley-Davidson and all of their respective officers, directors, employees, and agents, and any sponsors and any other businesses that participate in the Event (collectively and individually, "the Released Parties"),

And, for good and valuable consideration, the receipt and adequacy of which are acknowledged,

Participant hereby releases and forever discharges the Released Parties from any all claims, accidents, damages, demands, claims, rights, and causes of action of any kind whatsoever resulting from the undersigned Participant's participation in the Event which includes and extends to any and all claims the Participant has or may have against the Released Parties, even if such claims result from product liability or negligence or gross negligence, (except intentional misconduct), on the part of any or all of the Released Parties with respect to the vehicles operated at the Event or with the respect to the conditions, qualifications, instructions, rules or procedures under which the Event is conducted or from any other cause whatsoever relating to the Event or occurring during or after or as a result of the Event.

PARTICIPANT AGREES NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY PERSONAL INJURIES OR DEATH OR DAMAGE TO PROPERTY THAT OCCURS DURING THE EVENT OR ANYTHING CONNECTED WITH THE EVENT OR ANYTHING RELATED TO THE EVENT WHATSOEVER INCLUDING TRAVELING TO AND FROM THE EVENT.

Participant affirms that he or she has a valid motor vehicle license and valid motorcycle endorsement and is experienced in and familiar with the operation of various trikes and/or motorcycles. Participant fully understands the risks and dangers inherent in motorcycling in a group ride or an event of the nature of the Event and further understands that the Release Parties are not providing any safety measures of any kind for the Event (such as escorts or traffic control) and that Participant and other participants in the Ride may crash and cause further collisions which all such risks are assumed by Participant. Further, Participant expressly agrees to assume the entire risk of accidents or personal injury, including death, and property damage to property which is suffered by Participant as a result of participation in the Event which is understood to be a dangerous activity, whether such damage results from product liability or negligence or gross negligence (except intentional misconduct) on the part of any or all the Released Parties.

Participant further agrees that this EVENT RELEASE AND ASSUMPTION OF RISK ("Release") document and its release of liability as to the Released Parties are intended to be as broad as are permitted by the laws of the State of Pennsylvania in order to afford protection to the Released Parties so Participant may not make a claim or sue the Released Parties; and, that if any portion (including any word or phrase) of this Release is held

invalid, it is agreed it shall be interpreted by the court to be as broad as possible in order to afford the maximum protection to the Released Parties and shall continue in full legal force and effect. It shall have no legal effect on interpretation of this Release that the Released Parties (or Released Party) shall have prepared this Release. Participant has read and voluntarily signs this Release and further agrees that no oral representations, statements or inducements apart from the contents of this Release have been made which in anyway alters, amends, or changes this Release. Pennsylvania law applies to this Release. **The activities of this event may be photographed and videotaped.** As the undersigned, I agree that my likeness may be used in promotional materials and will hold harmless the "Released Parties" and agree that no monetary or any other consideration will be given for their use.

Participant – Rider:

Rider Signature Print Rider Name Date

Address _____

City/State/Zip _____

E-mail _____ Phone _____

DRIVERS LICENSE#: _____ STATE _____ EXPIRATION _____

Participant – Passenger: (IF ANY)

Passenger Signature Print Passenger Name Date

Address _____

City/State/Zip _____

E-mail _____ Phone _____

DRIVERS LICENSE#: _____ STATE _____ EXPIRATION _____

Witness:

Witness Signature Print Witness Name Date