

Motorcycle Accident Waiver and Release of Liability Form

In signing this document I, _____, represent that I am fully knowledgeable of the danger and hazards associated with riding motorcycles and that this activity can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. Risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, North Higgins Capital Investment D.B.A. Montana Harley-Davidson Buell Ducati, hereinafter Montana Harley-Davidson, and employees. These risks are not only inherent to riders, but are also present for passengers, spectators and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I hereby release and hold harmless, Montana Harley-Davidson against any and all claims, causes of action, or any other liability of any kind arising from my activity of touring by motorcycle during this Treasure Hunt. I promise to pay all court costs and all attorney fees that result from my action, civil or otherwise.

I certify that I am at least 18 years old, duly licensed and competent to operate a motorcycle in a safe manner, and the vehicle is in a safe operating condition. I will be riding on public highways and roads and am solely responsible to determine the legal speed limits, as well as speed and operational characteristics of my motorcycle while participating in the Treasure State Treasure Hunt Ride.

I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I understand, acknowledge and agree that Montana Harley-Davidson cannot and does not assume responsibility for Rider's safety, or any of the participants' safety, since such depends upon the condition of the equipment and the individual skill, abilities and common sense of all of the participants for which Montana Harley-Davidson has no knowledge of or control over.

I understand that the choice of wearing a helmet or other protective gear is solely my own and that I am responsible for my compliance with all state laws, including those regarding helmets. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event operate my motorcycle under the influence of any narcotic, alcohol or any drug. I also understand that this Waiver and Release is in force until July 13th, 2009 and covers any and all activities

Rider's signature _____ Date _____
Passenger's signature _____ Date _____
MTHD Witness Signature _____ Date _____

Emergency contact information

Name _____ (optional)
Relationship _____
Phone {home} (____) _____
Phone {work} (____) _____