

Four Winds BMW Riders Membership & Renewal Application

February 1 this year to February 1, next year

| Membership Type: NEW MEMBER RENEWAL (Just enter name, any changes and sign below) | | | | |
|---|------------|----------------------|-----------------------------|--|
| Primary Member Name | | Address | | |
| City | | State/ZIP | | |
| Home Phone | Cell Phone | | Emergency Phone (optional) | |
| Email Address | | | <u> </u> | |
| | | | | |
| Associate's Member Name** | | Associate Cell Phone | | |
| Associate Email Address | | | | |
| ** Resides in the same household as primary member. | | | | |
| To receive club news and information, please supply an email address. Find more information at www.4WindsBMW.org website. | | | | |
| Annual Membership Dues (\$20.00) Associate Membership Dues (\$10.00) | | | e Membership Dues (\$10.00) | |
| Make your <u>check</u> or money order <u>payable</u> to: Four Winds BMW Riders Please DO NOT send CASH!! | | | | |
| Print both pages and sign and date the waiver at the bottom of the 2^{nd} page. | | | | |

Mail your completed form to:

The waiver is a one-time document. It does not need included with future annual renewals.

Four Winds BMW Riders

Ed Tatters, Treasurer

242 Cool Springs Road, McKeesport, PA 15131

ASSUMPTION of RISK, RELEASE, WAIVER of LIABILITY, AND INDEMNITY AGREEMENT

Please carefully read the following. This is a serious and binding legal document.

In consideration of becoming a member of Four Winds BMW Riders Inc. ("Four Winds") and/or being permitted to participate in club activities, I, on behalf of myself, my heirs, executors, successors, administrators, assigns, personal representatives, next of kin, and estate, and, if applicable, as parent or guardian of a member or other minor participant under the age of 18, and their heirs, executors, successors, administrators, assigns, personal representatives, next of kin, and estate, AGREE AS FOLLOWS:

- 1. I acknowledge, understand, and appreciate that motorcycle riding is a hazardous and very dangerous activity with inherent and other risks of serious personal injury, death, and property damage. I voluntarily and knowingly assume full responsibility for all these risks and dangers arising from or related to, directly or indirectly, my, and any minor under my legal responsibility's, participation in any Four Winds-sponsored, coordinated, or organized event, rally, activity, meeting, picnic, or party, including the negligence of others and negligent rescue operations.
- 2. I release, discharge, agree to hold harmless, covenant not to sue or file a lawsuit against, and waive any claim or cause of action against Four Winds, its officers, directors, ride leaders, and members, and their heirs, executors, successors, administrators, assigns, personal representatives, next of kin, and estates, from and for any and all losses, injuries, claims, costs, attorney's fees, expert's fees, court costs, causes of action, liabilities, judgments, or damages of any type or kind, even if any of the above persons or entities are or are alleged to be negligent (whether solely, partially, concurrently, actively, or passively) or otherwise at fault in any way, on account of any personal injury, death, or property damage which may result, directly or indirectly, from my, and any minor under my legal responsibility's, participation in any Four Windssponsored, coordinated, or organized event, rally, activity, meeting, picnic, or party.
- 3. I agree to FULLY DEFEND AND INDEMNIFY Four Winds, its officers, directors, ride leaders and members, and their heirs, executors, successors, administrators, assigns, personal representatives, next of kin, and estates, from and against any and all losses, injuries, claims, costs, attorney's fees, expert's fees, court costs, causes of action, liabilities, judgments, or damages of any type or kind, even if any of the above persons or entities are or are alleged to be negligent (whether solely, partially, or concurrently), or otherwise at fault in any way, on account of any personal injury, death, or property damage which may result, directly or indirectly, from my participation in any Four Winds-sponsored, coordinated, or organized event, activity, meeting, or party.
- 4. I agree to follow sensible motorcycle riding principles, ride carefully, and follow all applicable laws, rules, and regulations to ensure my own safety as well as the safety of those with whom I share the road.
- 5. I consent to and permit first aid and emergency medical treatment if I am injured.
- 6. I acknowledge that Four Winds is a motorcycle riding club which is dedicated to the furtherance and preservation of the sport. I therefore agree to follow general rules of good conduct and sensible behavior at all club functions and wherever Four Winds appears in public in any way.
- 7. This ASSUMPTION of RISK, RELEASE, WAIVER of LIABILITY, and INDEMNITY AGREEMENT is valid and enforceable until revoked in a writing signed by me. It is not necessary that I sign a new such Agreement every year or for every event.
- 8. Photocopies, fax copies, or electronic/pdf copies of this signed document are just as enforceable as the original. If you are signing up for membership on the Four Winds website, by clicking "submit" you are formally agreeing to and accepting all terms of this ASSUMPTION of RISK, RELEASE, WAIVER of LIABILITY, and INDEMNITY AGREEMENT and you agree that your witnessed handwritten signature is not necessary to make the terms of this Agreement enforceable.

I CERTIFY THAT I HAVE READ, UNDERSTAND, ACCEPT, AND AGREE TO BE LEGALLY BOUND BY THE ABOVE TERMS IN THEIR ENTIRETY. I READ AND SIGNED THIS DOCUMENT WHILE <u>NOT</u> UNDER THE INFLUENCE OF ANY DRUGS OR ALCOHOL. I SIGNED THIS DOCUMENT KNOWINGLY, VOLUNTARILY, AND WITHOUT ANYONE'S PERSUASION, INFLUENCE OR COERCION.

| Print Primary Member's Name | Signature | Date |
|-----------------------------|--------------------------------|------|
| Print Associate's Name | Associate's Signature | Date |
| Minor's Name | Parent or Guardian's Signature | Date |