

WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY AFFECTS YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY

I voluntarily wish to participate in the October Member Breakfast Ride on Saturday, October 22, 2016, offered on the zMotion Racing Foundation, Inc. website (collectively, "Event" or "Events"). I know that biking is a potentially hazardous activity and acknowledge and agree that I am qualified to participate in such activity. I acknowledge and agree that Events will be conducted over public roads and facilities open to the public during an Event and upon which the hazards of traveling are to be expected. I acknowledge and agree that I will immediately discontinue participation in an Event if, at any time, I believe the conditions to be unsafe. I assume all risks associated with participating in an Event, including, but not limited to, all injuries that may be suffered by me before, during or after an Event, including, but not limited to, serious bodily injury, permanent impairment, paralysis and death, all such risks being known and appreciated by me and which I acknowledge could result from my own actions or inactions or the actions or inactions of others. Knowing and understanding that an Event may subject me to potentially dangerous and harmful elements, and in consideration of zMotion Racing Foundation, Inc. acceptance of my Event entry, I, the participant, for myself, my marital community, heirs, personal representatives, and assigns, hereby waive, covenant not to sue, agree to indemnify and defend, RELEASE and forever DISCHARGE zMotion Racing Foundation, Inc., and all of their parent, subsidiary and affiliated corporations, and all of their respective directors, officers, employees, volunteers, representatives and agents as well as all sponsors/vendors of an Event (collectively the "Event Parties") from any and all liability, loss, damage, claim, action or demand, including, but not limited to, all claims for pain and suffering, compensatory, special or consequential damages, as well as lost profits or any other form or kind of personal injury or economic damages, including punitive damages, whether known or unknown to me at the time and regardless of whether such damages were foreseeable, that arise from or in any way are attributable or related to my participation in an Event, including, but not limited to, liability that may arise out of negligence or carelessness of the Event Parties. I will permit emergency treatment in the result of injury or illness while participating in an Event. I also give permission to use my name, image and photo(s) taken of me during Events in any promotional material, publication, or on the website without compensation. I do agree and accept full responsibility to obey the traffic laws and rules of safety for an Event.

This Waiver and Release of Liability shall remain in full force and effect until revoked in writing signed by the participant and delivered to zMotion Racing Foundation, Inc., 22112 Woodset Way, Boca Raton, FL 33428.

I have carefully read and fully understand this agreement. I am aware that this is a release of liability, a promise not to sue, and a contract between me and the Event Parties that will bind me, my marital community, heirs, personal representatives, assigns, and all members of my family, including any minors, and I agree to this agreement of my own free will.

<u>PRINT NAME:</u>	
<u>SIGNATURE:</u>	
<u>EMAIL:</u>	
<u>EMERGENCY CONTACT NAME:</u>	
<u>EMERGENCY CONTACT #:</u>	