

**THUNDER BY THE BAY "UNITED WE RIDE - AMERICA STRONG" CHARITY RIDE WAIVER AND RELEASE OF LIABILITY BY PARTICIPANT**

The undersigned Participant ("Participant"), desires to participate in various activities, including without limitation, the "United We Ride - America Strong" Charity Ride, and activities related or ancillary to the above described activities and the event known as Thunder By The Bay Music & Motorcycle Festival (all of the foregoing activities and the competition shall collectively be referred to herein as "Thunder By The Bay"); and,

IN CONSIDERATION of being given the opportunity to participate in any way the Participant fully understands the risks and dangers involved in Thunder By The Bay and that unanticipated and unexpected dangers may arise and that it is possible to sustain injury or damage to the Participant's person or property during the course of Thunder By The Bay; and

The Participant, in his/her individual capacity and for any heirs, next of kin, legal representatives, administrators, or assigns desires to release Suncoast Charities for Children, Rossiter's Harley-Davidson, Sarasota Ford, and The Sarasota Agricultural Fair Association, Inc., all festival sponsors and their affiliates and the members, directors, employees, officers, representatives, and agents of any and all of them (collectively, the "Indemnities"), and volunteers, from any and all claims based upon, arising out of, or related to the Participant's participation in Thunder By The Bay; and for the permission granted the Participant to participate in Thunder By The Bay and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Participant hereby acknowledges and agrees that Participant is aware of, familiar with, and understands the many ordinary and hazardous risks inherent in the "United We Ride - America Strong" Charity Ride, riding motorcycles, including, but not limited to, travel to and from the site of activity, physical contact, and the possible reckless conduct of other participants. The Participant understands that the dangers and risks of participating in Thunder By The Bay and related activities include, but are not limited to, death, serious injury which may result in paralysis, brain damage, serious injury to all internal organs, and injury to all bones, ligaments, muscles, tendons and other aspects of the body. The Participant understands that the dangers and risks of participating in Thunder By The Bay may result not only in serious injury, but in serious impairment of future ability to earn a living, engage in business, and generally enjoy life. The

Participant in his/her individual capacity acknowledges and understands the foregoing risks and dangers and acknowledges and agrees that they are expressly assuming such risks and dangers.

2. The Participant knows of no physical or mental condition that would impair the Participant's capability for full or safe participation in Thunder By The Bay as intended or expected.

3. Nothing contained herein shall or is intended to impose upon any of the Indemnities any responsibility or obligation to administer medical attention or to recognize when such medical attention should be administered.

4. The Participant, in his/her individual capacity and for any heirs, next of kin, legal representatives, administrators, or assigns, hereby fully covenants not to sue and hereby releases, remises, and forever discharges the Indemnities from any and all liability for any and all loss, damage, injury, judgments, and any other claims or demands, on account of injury to the Participant's person or property, or the death, incapacitation, or disability of the Participant, or any other claims, whether caused by the negligence, act(s), or omission(s) of any of the Indemnities or otherwise. The Participant further agrees that this Waiver and Release of Liability shall be a complete and conclusive defense to any suit or action which is brought on account of or in respect to any injury to the Participant's person or property, or the death, incapacitation, or disability of the Participant, or any other claims, whether caused by the negligence, act(s), or omission(s) of the Indemnities or otherwise.

5. The Participant agrees, to indemnify, defend, protect, and save harmless the Indemnities against all other persons, firms, corporations, or entities whatsoever, from and against all judgments, liens, subrogated interests, costs, expenses whatsoever (including, without limitation, attorneys' fees and costs) arising on account of any action, claim, or demand which anyone (individuals, governmental entities, firms, corporations, or entities) may assert or hereafter bring on account of any injury to the Participant's person or property, or the death, incapacitation, or disability of the Participant due to the Participant's participation in the above activities, or other claims, whether caused by the negligence, act(s), or omission(s) of the Indemnities or otherwise.

6. The Participant certifies that he or she is at least eighteen (18) years of age and has knowingly and willingly signed and delivered this Waiver and Release of Liability, and hereby consents to the use of the Participant's name,

photograph, or other likeness by the Indemnities for promotional and advertising purposes without compensation.

7. THE PARTICIPANT HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT THEY OR THE HEIRS, ESTATES, ASSIGNS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN OF ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THUNDER BY THE BAY, OR IN CONJUNCTION THEREWITH, OR ANY ACTIVITIES RELATED THERETO. This provision is a material inducement for the Indemnities to allow Participant to participate in Thunder By The Bay.

The Participant has read this Waiver and Release of Liability and fully understands the purpose, tenor, and effect of this Waiver and Release of Liability and that substantial rights are being given up by signing it, and that Participants is signing it freely and voluntarily without any inducement and intends, on behalf of the Participant and the heirs, estates, assigns, personal representatives, executors, administrators, and next of kin of the Participant, to be bound hereby. This Waiver and Release of Liability contains and sets forth the entire agreement between the Participant and the Indemnities, and there are no agreements between them in respect to the activities described herein or the premises, or otherwise which are not fully, completely, accurately, and truly set forth herein. The Participant agrees that this Waiver and Release of Liability is contractual in nature, will be governed by the laws of the State of Florida, and that, in the event any portion hereof is

held invalid, the balance shall continue in full legal force and effect.

Participant acknowledges that he/she has a valid driver's license.

**THUNDER BY THE BAY  
"UNITED WE RIDE - AMERICA STRONG"  
CHARITY RIDE  
SUNDAY, FEBRUARY 21, 2021**

**PARTICIPANT PLEASE PRINT**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**EMAIL**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY - STATE - ZIP**

\_\_\_\_\_  
**SIGNATURE**