



# CVMA® Chapter 41-1 NV Poker Run Ride 2023

## ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT

I desire to participate in an event sponsored, planned, and/or conducted by Combat Veterans Motorcycle Association® (CVMA®) – Nevada Chapter 41-1, hereinafter referred to as, (CHAPTER 41-1).

- 1) Assumption of Risk. I, on my own behalf and on my behalf of my heirs, personal representatives, assigns and other successors in interest, agree as follows:
  - a) I acknowledge and understand the riding of a vehicle is a potentially hazardous activity, including, but not limited to, the potential for death, serious personal injury and property loss, and voluntarily and willingly choose to participate in this event. In choosing to participate in this event, **I fully accept and assume all risks, arising under or relating to omissions and/or acts of negligence, including reckless or gross negligence, and/or willful and wanton misconduct by CHAPTER 41-1, its employees, agents, volunteers, members, vendors, sponsors, occupants of premises or property used to conduct the event, sanctioning organizations, and/or other representatives (the “Released Parties”), associated with the conducting, planning and/or sponsoring of the event, including but not limited to, physical injury, mental injury, emotional distress, trauma, illness, death, contact with other drivers, vehicle failure, equipment failure, the effects of weather including extreme temperature or conditions, traffic, stops amenities, contact with motor vehicles of all types and descriptions, collisions with other riders or fixed objects, and road conditions. I waive any and all specific notice of the existence of the risks.** I shall assume and pay my own medical and emergency expenses in the event of injury, illness, or other incapacity regardless of whether I authorize such expenses.
  - b) CHAPTER 41-1 reserves the right to decline to accept or retain any person as a ride participation at any time for any reason. I agree to observe and obey all federal, state, and local rules, regulations, and statutes, including, but not limited to, all Nevada motor vehicle laws while participating in the any part of the Ride.
  - c) I agree to operate my motorcycle or other vehicle in a safe manner and not to operate it in such a way that is likely to cause harm to the undersigned, another participant or a pedestrian.
  - d) I understand that the final stop is **Craig Ranch Regional Park, West Craig Road, North Las Vegas, NV 89032 for the Wheels for Warriors Presentation** and is the final stop. **The Wheals for Warrior Presentation is promptly at 1430 / 2:30PM.**
  - e) Damages to the Vehicle. I further acknowledge and agree that I accept full and immediate financial responsibility for any and all damages to my vehicle as a result of my choosing to participate in the event, including but not limited to collisions involving my vehicle and any other moving and/or stationery objects, and collisions with the ground either while moving or at a standstill or both.
- b) Waiver and Release of Liability. Knowing these risks, and in consideration of CHAPTER 41-1 conducting or sponsoring the event, I, on my own behalf and on my behalf of my heirs, personal representatives, assigns and other successors in interest, agree as follows:
  - a) I release, waive, remise, discharge, covenant not to sue and agree to hold CHAPTER 41-1, its members, affiliates, employees, agents, directors, officers, or assigns harmless from any and all claims, demands, and actions of any and every kind I have, may have, or hereafter accrue against the released parties directly or indirectly arising out of or relating in any respect to my participation in the event. My assumption of the risk, waiver and release of all claims, demands, actions, and liability shall include, without limitation, any injury, including death, damage or loss to my person or property which may be sustained by me before, during, or after the event. I further agree to indemnify and hold the parties released above



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harmless from any and all losses, damages, claims, and expenses, including attorneys fees, arising from or relating in any respect to my participation in the event.

- b) I represent that I do not have any physical, mental or other impairments, conditions, or disabilities that may affect my safety or ability to participate in the event. I further acknowledge that the event route is approximately 70 miles. I further agree that I alone am responsible for my safety while participating in the event.
- c) I represent that I hold a valid motorcycle driver's license, possess applicable insurance, understand the choice of wearing an authorized helmet and other protective gear and equipment during the event, and have experience in the operations and riding of motorcycles.
- d) I further agree that this waiver, assumption of risk and release of liability agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nevada, and if any word, term, clause, or part of any provision of this agreement shall be invalid, illegal, or unenforceable for any reason, the same shall be ineffective, but the remainder of this agreement shall not be affected and shall remain in full force and effect.

BY SIGNING THIS AGREEMENT, I CERTIFY THAT I HAVE READ THIS ASSUMPTION OF THE RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT AND FULLY UNDERSTAND IT AND INTEND IT TO EXEMPT AND RELEASE CHAPTER 41-1 FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS AND DEMANDS, RIGHTS, AND CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT I MAY HAVE NOW OR LATER AGAINST THE RELEASED PARTIES, INCLUDING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM ANY CAUSE. IN ADDITION, I CERTIFY THAT I AM FULLY FINANCIALLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO MY VEHICLE. FURTHERMORE, I AM NOT RELYING ON ANY OTHER STATEMENTS OR REPRESENTATIONS NOT INCLUDED IN THIS AGREEMENT.

_____ SIGNATURE	_____ DATE
_____ PRINT NAME	_____ LICENSE NUMBER AND STATE
_____ INSURANCE COMPANY AND POLICY NUMBER	
_____ PHONE NUMBER	_____ EMAIL ADDRESS
_____ PASSENGER SIGNATURE	_____ DATE
_____ PRINT PASSENGER NAME	_____ PASSENGER PHONE NUMBER
EMERGENCY CONTACT NUMBER	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>