Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION for being permitted to participate in Ride for Wishes ™ In Memory of Chuck Worden to benefit the Make-A-Wish Foundation® of Minnesota

THE UNDERSIGNED:

1) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Make-A-Wish Foundation® of Minnesota, the officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owners, officials, promoters, sponsors, advertisers; owners and lessees of premises used to conduct the event and each of their officers and employees, all for the purpose herein referred to as "releases," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event.

2) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releasees or otherwise.

3) THE UNDERSIGNED RIDER agrees that in order to participate in this event, undersigned rider/driver must provide/present a valid operator's license and proof of personal injury and property damage liability insurance coverage.

4) THE UNDERSIGNED FURTHER agrees that while participating in the event, he or she will not ride while under the influence of alcohol or any substance which affects the ability to operate or control his or her vehicle.

5) THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal Laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations.

6) THE UNDERSIGNED RIDER agrees to wear minimum safety apparel as required by state law. Minimum safety apparel for these purposes may include a DOT-approved safety helmet. Rider is strongly advised to wear a helmet whether required to do so by law or not, and is strongly advised to wear glasses, goggles, or a face shield, and additional protective outerwear such as gloves, long-sleeved jacket, boots and long trousers while participating in the event. Rider understands and acknowledges that failure to wear proper safety gear or equipment may result in the rider's injury or death.

7) HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasee's or otherwise while participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are dangerous and involve the risk of serious injury and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNATRILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED ALSO AGREES TO release the use of any photos, slides, videotapes, etc. That might contain the UNDERSIGNED for future use in promotional and/or informational activities as deemed appropriate by any of the releases.

_____

Print Drivers Name Signature of Driver Date

_____

Print Passengers Name Signature of Passenger Date

MINORS UNDER THE AGE OF 18 MUST HAVE A PARENT OR LEGAL GUARDIAN PRESENT TO SIGN WRITTEN WAIVER FOR **EACH** MINOR TO PATICIAPATE AND OR RIDE IN A RIDE FOR WISHES® EVENT. IF PARENT OR LEGAL GUARDIAN IS NOT PRESENT, A NOTARIZED WAIVER MUST BE SUPPLIED AT REGISTRATION. i.e: THE NAMED PERSON (NAME) ON THIS NOTARIZED STATEMENT HAS MY PERMISSION TO SIGN THE MINOR RELEASE AND WAIVER OR LIABILITY FOR MY MINOR CHILD _____TO PATICIPATE AND OR RIDE IN THE CURRENT YEAR'S ANNUAL RIDE FOR WISHES® EVENT IN ST PAUL.

_____

Print parent/legal guardian name Signature of parent/legal guardian Date