

Motorcycle Demonstration Ride Acknowledgements & Assumption of Risk Killer Creek Harley-Davidson, Inc.

Killer Creek Harley-Davidson has agreed to allow me, the undersigned, to engage in a free demonstration ride, as operator, or one or more Harley-Davidson® motorcycles (collectively, the “Motorcycle”).

I fully understand and acknowledge that operating on a motorcycle is an activity that has its own unique risks, and that serious injury or death could result from operating the Motorcycle through no fault of my own. I am voluntarily participating in the demonstration ride(s). **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH, THAT I MIGHT SUFFER AS A RESULT OF MY OPERATING THE MOTORCYCLE AND PARTICIPATING IN THE DEMONSTRATION RIDE(S).**

As the operator of the Motorcycle, I possess the skill, knowledge, confidence and experience on motorcycles the size of the Motorcycle to operate the Motorcycle in a safe manner, and I hold a current, valid Motorcycle Operator’s License in the state in which I reside.

I am not at this time under the influence of alcohol, drugs, other illegal substances, or any medications that may impair my judgment or my ability to operate or ride on the Motorcycle. I agree that I will not operate the Motorcycle while under the influence of alcohol, drugs, other illegal substances or any such medications.

I have examined the Motorcycle and have been given the opportunity to ask questions regarding the operation of the Motorcycle. I am satisfied that the Motorcycle is in good operating condition, and that I fully understand how to operate the Motorcycle. I participate in the demonstration ride(s) knowing the existing weather conditions, road conditions and other similar conditions and factors associated with the demonstration ride(s).

I agree to operate the Motorcycle safely, defensively and within the limits of the law and my abilities. I will only operate the Motorcycle on public highways and roads, and I will follow the demonstration ride route that has been established.

I agree to wear at all times during the demonstration ride(s) a properly-fitted, DOT approved, helmet. **I acknowledge that it is my responsibility to determine which helmet size best fits my head, and that Killer Creek Harley-Davidson, Inc. and Harley-Davidson Motor Company, Inc. are not responsible for determining my proper helmet size.** Any assistance provided to me in choosing a proper fitting helmet is not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. I acknowledge that the accurate fitting of my motorcycle helmet is of utmost importance. A poorly fitting helmet will give much less protection, or may even part company with my head in the event of an accident. If Killer Creek Harley-Davidson, Inc. has provided me a helmet, I acknowledge that I was provided with the helmet size I requested, and that the helmet fits me properly. If I am using a helmet provided by me or any other person, I acknowledge that the helmet fits me properly.

Please Read Carefully Before Signing.

Signed _____

Date _____

Print First Name (clearly) Middle Initial

Print Last Name (clearly) Suffix

Street Address

City State Zip Code

Phone Number () -

E-Mail Address

Witness _____

Date _____

Motorcycle Demonstration Ride Release

Killer Creek Harley-Davidson, Inc.

I, the undersigned, on my behalf and on the behalf of my heirs, personal representatives, successors and assigns (collectively, "Heirs and Assigns"), for and in consideration of the opportunity to engage in a free demonstration ride of one or more Harley-Davidson® motorcycles (collectively, the "Motorcycle"), and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, **RELEASE AND FOREVER DISCHARGE** Killer Creek Harley-Davidson, Inc., Harley-Davidson Motor Company, Inc., Harley-Davidson, Inc., and each of their respective affiliated companies, subsidiaries, officers, directors, employees, authorized dealers, distributors and agents (collectively, the "Released Parties"), from **ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION (collectively, "Claims") OF ANY KIND WHATSOEVER, KNOWN OR UNKNOWN, THAT I OR ANY OF MY HEIRS AND ASSIGNS NOW HAVE OR LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF THE DEMONSTRATION RIDE(S) OR MY OPERATION OF OR RIDING ON THE MOTORCYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION, OR MAINTENANCE OF THE MOTORCYCLE, OR THE CONDITIONS, RULES, QUALIFICATIONS, INSTRUCTIONS OR PROCEDURES UNDER WHICH THE DEMONSTRATION RIDE(S) ARE CONDUCTED, OR ANY OTHER CAUSE OR MATTER.**

I acknowledge and understand that this Release **EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS** I or any of my Heirs and Assigns have or later may have against the Released Parties arising out of the demonstration ride(s) or my operation of or riding on the Motorcycle, including without limitation all such Claims resulting from the **NEGLIGENCE** of any Released Party, or arising from **STRICT PRODUCT LIABILITY**, or resulting from any **BREACH OF ANY EXPRESS OR IMPLIED WARRANTY** by any Released Party, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated or foreseen or unforeseen, or arise by operation of law or otherwise. However, I do not release any Released Party from any intentional misconduct on its part.

I acknowledge and understand that by my signing this Release I and my Heirs and Assigns **AGREE NOT TO SUE** any or all of the Released Parties for any injury, death or damage to myself, my property, and any other person or such other person's property resulting from or arising out of the demonstration ride(s) or my operation of or riding the Motorcycle.

I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any state statute that would otherwise limit the scope of the Release. To the extent that the scope of this Release is unenforceable in any jurisdiction, said scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release. I hereby waive any right I have to bargain for different release or waiver of liability terms.

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT, THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIVES OF ANY OF THE RELEASED PARTIES, AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND SUFFICIENT TIME TO READ AND ASK QUESTIONS REGARDING THIS RELEASE.

THIS IS A RELEASE OF LIABILITY – PLEASE READ CAREFULLY BEFORE SIGNING.

Signed _____

Date _____

Print First Name (clearly) Middle Initial

Print Last Name (clearly) Suffix

Driver's License Number State

Witness _____

Date _____

Models Ridden: _____, _____, _____, _____