

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Widows Sons Masonic Riders Association (“Association”), and as consideration for the right to participate in any and all “Association” activities, which include, but are not limited to the riding of motorcycles, social gatherings, day and overnight trips, as well as multiple other social interactions and gatherings, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability (Release) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in any and all activities of the “Association”, and do hereby release and forever discharge, my local chapter of the Widows Sons Masonic Riders Association, as well as the State Association of the Widows Sons Masonic Riders Association, associated organizations or clubs, and any association members, as well as their affiliates, managers, members, agents, attorneys, staff, volunteers, employees, officers, directors, heirs, representatives, predecessors, successors and assigns (released parties), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activities, including traveling to and from any “Association” events or event related activities.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING IN THE “ASSOCIATION” ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THESE ACTIVITIES, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITIES' LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THE “ASSOCIATION”, INCLUDING TRAVEL TO, FROM AND DURING ANY AND ALL “ASSOCIATION” ACTIVITIES.

I acknowledge and understand by signing this Release, I and my Heirs and Assigns **AGREE NOT TO SUE** any or all of the “released parties”, for any injury or death to myself, my property, any other person or such person’s property resulting from or arising out of my participation in the “Association”. In the event a lawsuit is brought against the above stated “released parties” by myself or on my behalf, I agree to indemnify and hold harmless all “released parties” against any and all claims, suits or causes of actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and

any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.

I acknowledge that the above stated "released parties" are not responsible for errors, omissions, acts or failures to act, of any party or entity conducting a specific event or activity on behalf of the "Association".

I ACKNOWLEDGE THAT "ASSOCIATION ACTIVITIES MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ALL OF THE ABOVE STATED "RELEASED PARTIES" INCLUDING BUT NOT LIMITED TO MY LOCAL CHAPTER OF THE WIDOWS SONS MASONIC RIDERS ASSOCIATION, AS WELL AS THE STATE ASSOCIATION OF THE WIDOWS SONS MASONIC RIDERS ASSOCIATION, ASSOCIATED ORGANIZATIONS OR CLUBS, AND ANY ASSOCIATION MEMBERS, AS WELL AS THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, EMPLOYEES, OFFICERS, DIRECTORS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I WOULD OTHERWISE HAVE TO BRING ANY LEGAL ACTION OF ANY TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH AND/OR PROPERTY DAMAGE OF ANY TYPE OR NATURE.

To the extent that any statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the "Released Parties".

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health, life, vehicle, and /or liability insurance policies.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable and shall hold

harmless and indemnify the "Association" for any and all costs associated with any actions of neglect or recklessness.

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 representations of any of the "Released Parties" and that I have been given the opportunity and sufficient time to read, ask questions, and seek legal counsel prior to the execution of this "Release".

To the extent that the scope of this "Release" is unenforceable in any jurisdiction, such 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".

This "Release" sets forth all of the covenants, promises, agreements, conditions and understandings between the "Released Parties" and the Releasor and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this "Release" shall be binding upon either the "Released Parties" or the Releasor, unless reduced in writing and signed by them.

This "Release" shall be governed by the laws of the State of Florida and shall become binding upon its execution.

ACKNOWLEDGMENT AND EXECUTION BY PARTICIPANT / RELEASOR

I understand the nature of this "Release" and its effect upon the very substantial rights that I would otherwise acquire if I did not enter into this "Release". I have read the entire "Release" before signing same. I have as stated above had the full opportunity to obtain independent legal advice of my own choosing before entering into this "Release". I believe this "Release" to be fair in all respects insofar as my interests are concerned during my participation in any and all activities with the Released Parties, both during my participation and all periods after my participation.

IN WITNESS WHEREOF, _____, has hereunto set their hand and seal this ____ day of _____, 20__.

WITNESSES:

Participant / Releasor

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

Notary Public

Printed Name of Notary

My Commission Expires: