

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENTS

Name: _____ Date of Birth: _____

Work/Cell Phone: _____ Home Phone: _____

E-mail: _____

Address: _____

(Number) (Street)

(City)

(State)

(Zip Code)

Emergency Contact: _____ Phone Number(s): _____

WAIVER OF LIABILITY

In consideration of being permitted to use the property, tools, equipment and services of Moto Federation Garage LLC (MOTOFED) I, for myself, heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue MOTOFED, its members and agents from any and all claims or demands including negligence resulting in personal injury or property loss arising from, but not limited to, participation in activities, classes, observation, and use of tools and equipment belonging to MOTOFED, its members, or agents.

ASSUMPTION OF RISKS

I am fully aware of the risks and hazards connected with the activities of motorcycle repair, maintenance and fabrication and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that MOTOFED does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

Garage activities, by their very nature, carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Garage equipment, both stationary and hand tools, carry inherent dangers of use. Additionally, some persons have allergic reactions to the oils, grease, epoxies, and coolants. Welding and other machines use extreme heat and electricity, and can produce fumes and gasses. Direct viewing of the welding process without a welding helmet will severely and permanently damage the eyes. Paint from spray paint cans produce fumes. The specific risks vary from activity to activity, but the risks range from minor injuries such as abrasions, bruises, burns, scratches, or cuts, to major injuries such as allergic reactions, eye injury or loss of sight, hearing impairment, wounds or severed fingers. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in garage activities at MOTOFED. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS

I also agree to indemnify and hold MOTOFED harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law or brought as a result of my involvement in classes taught by MOTOFED or any other activities at MOTOFED.

SEVERABILITY

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Ohio and that any mediation, suit, or other proceeding must be filed or entered into only in Ohio and the federal or state courts of Ohio.

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING

BY ACCEPTING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand their terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I hereby certify that I have personal health insurance and appropriate insurance on my vehicle and any other personal belongings that will be stored at MOTOFED and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I have also received, read and understand the MOTOFED Code of Conduct document.

Signed:_____ Date:_____

Printed name:_____

Moto Federation Garage Representative:_____

Printed name:_____ Date:_____