

**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to participate in the Tunica Humane Society Event and Poker Run, hosted and sponsored by **Southern Thunder Harley-Davidson** on April 18, 2015  
THE UNDERSIGNED PARTICIPANTS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE **The Tunica Humane Society or Southern Thunder Harley-Davidson**, its officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers all for the purpose herein referred to as "releases," from all liability to the undersigned, their 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 or 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 AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the releases from any claim for or relating to 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 releases or otherwise.

3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this event, the use of alcohol or any substance that affects the ability to operate or control his or her vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.

4. 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.

5. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR ANY OTHER DAMAGE that may result from participation in the event, whether due to the negligence of releases or otherwise.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing agreement to defend, release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by Mississippi law 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 VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has had the opportunity to consult with independent counsel, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation in the Event, Film or Photographs may be taken, or illustration may be made of me and/or my personal property (including my Car or Motorcycle). I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by **The Tunica Humane Society and Southern Thunder Harley-Davidson** and all its related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

Any dispute that may arise out of this agreement is subject to exclusive venue in Desoto, Tate, Tunica and other Mississippi counties along the run, and shall be construed according to the laws thereof.

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/2015

**Passenger:** \_\_\_\_\_