

**Arizona State Credit Union
Motorcycle Fun and Classic Car Show
October 25, 2014
WAIVER, RELEASE & INDEMNITY AGREEMENT**

Participant is voluntarily participating in the Arizona State Credit Union Motorcycle Fun Ride and Classic Car Show sponsored by the SECC-ADOT; hereafter referred to as the "Event". Participant expressly accepts sole responsibility for the safe and successful operation of the motorcycle or car Participant is operating. Participant certifies they are duly licensed and competent to operate a motorcycle/car in a safe manner. Participant carries insurance on the motorcycle and car (entered into car show) as is required by law and attests that the motorcycle and car (if applicable) is in safe operating condition. Participant is aware they will be operating on public highways and that Participant is solely responsible to comply with the posted speed limit and all applicable traffic laws. Participant and any Passengers, if applicable hereafter referred to as the Parties agree to not possess weapons/firearms at the event nor use any type of alcohol or drugs that could impair their judgment before or during this event. The Parties further understand and assume all risks in participating in the event.

In consideration of the Parties participation in the event, the Parties, HEREBY WAIVE AND RELEASE THE STATE OF ARIZONA, AND ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES, OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, (hereafter referred to as the Released Parties) OF ANY LIABILITY ASSOCIATED WITH PARTICIPATION IN THE EVENT. To the extent allowed by law, the Parties agree to defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Parties. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Parties from and against any and all claims. It is agreed that the Parties will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Parties agree to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from participation in the event.

The Parties UNDERSTAND THAT ALL ENTRY FEES ARE NON-REFUNDABLE.

The activities of this event may be videotaped. As the undersigned, the Parties agree their likeness may be used in promotional materials and will hold harmless the "Released Parties" and agree that no monetary or any other consideration will be given for their use.

By signing this document, the Parties certify they have read this document, fully understand it and that are not relying on any statement or representations of any of the Released Parties. This document shall be binding upon the Parties.

"PARTICIPANT"

Print Name

Home Address

City/State/Zip

Phone

Signature (REQUIRED)

"PASSENGER"

Print Name

Home Address

City/State/Zip

Phone

Signature of Passenger (REQUIRED)

Passengers under 18 years of age are not permitted.