

Rally Name: California State H.O.G. Rally

Date: September 11-15, 2012

Rally Location: Santa Maria to Sacramento

RALLY EVENT RELEASE FORM FOR **MINORS**

In consideration of my minor child ("the **Minor** ") being permitted to participate in a "Ride," "Poker Run," "Rally," "Field Meet" or "Activity" (hereinafter, **EVENT(S)** sponsored and/or conducted by Harley-Davidson, Inc., Harley-Davidson Motor Company, the Harley Owners Group, the State Rally, authorized Harley-Davidson dealer(s) and/or local H.O.G. chartered chapter(s) and their respective officers, directors, employees and agents (hereinafter, the "**RELEASED PARTIES**" ) I agree as follows:

1. I know the nature of the **EVENT(S)** and the **Minor's** experience and capabilities, and believe the Minor to be qualified to participate, in the **EVENT(S)** or enter into restricted areas where the **EVENT(S)** are conducted. IF I OR THE **MINOR** BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE **MINOR** TO IMMEDIATELY CEASE OR REFUSE TO PARTICIPATE FURTHER IN THE **EVENT(S)** AND/OR LEAVE THE RESTRICTED AREA.

2. I FULLY UNDERSTAND and will instruct the **Minor** that: (a) THE ACTIVITIES OF THE **EVENT(S)** MAY BE DANGEROUS and participation in the **EVENT(S)** and/or entry into Restricted Areas may involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the **Minor's** own actions or inactions, the actions or inactions of others participating in the **EVENT(S)**, the rules of the **EVENT(S)**, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "**RELEASED PARTIES**" in performing their rally duties: ( c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE **MINOR'S** FUTURE.

3. I consent to the **Minor's** participation in the **EVENT(S)** and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "**RELEASED PARTIES**" IN PERFORMING THEIR RALLY DUTIES.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the "**RELEASED PARTIES**" sponsors, advertisers, owners and lessors of the premises used to conduct the **EVENT(S)**, FROM ALL LIABILITY TO ME, THE **MINOR**, my and the minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "**RELEASED PARTIES**" in performing their rally duties.

5. If, despite, this release, I, the **Minor** or anyone on the **Minor's** behalf makes a claim against any of the "**RELEASED PARTIES**" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "**RELEASED PARTIES**" and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "**RELEASED PARTIES**" NAMED ABOVE, ASSERTING NEGLIGENCE ON THE PART OF THE "**RELEASED PARTIES**" in performing their rally duties.

6. I sign this agreement on my own behalf and on behalf of the **Minor**.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE **MINOR** WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE "**RELEASED PARTIES**" FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Child's Name (printed) \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name of Parent or Guardian