

RELEASE, WAIVER, INDEMNIFICATION, AND COVENANT NOT TO SUE – COVID 19

24th Annual Fallen Heroes Memorial

This is a legally binding Release, Waiver, Indemnification, and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned, on my own behalf, and on behalf of my family, heirs, executors, administrators, legal representatives, and assigns to the Fire Hogs Motorcycle Club, The Fire Hogs Board of Directors and it's membership, the LAFD Fire Hogs Foundation, The LAFD, Mulholland Harley Davidson and it's Board of directors, The City of Los Angeles, and the Sagebrush Cantina (Collectively the "Released Parties").

I agree that I am personally responsible for my actions and safety, as well as the actions and safety of those with me during the 24th Annual Fallen Heroes Memorial (know as the "Event") . I agree to comply with all policies and rules, including but not limited to all policies, guidelines, signage, and instructions. Because the event is open for use by other individuals, I recognize that I, and those with me, are at a higher risk of contracting the novel coronavirus ("COVID-19"). I hereby assume that risk on behalf of myself and those with me.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Released Parties , its elected officials, board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns the Released Parties from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my party related to COVID-19 whether caused by the negligence (other than gross negligence) of the Released Parties, any third-party using the facilities of the Event, or otherwise, while participating in any activity while in, on, or around the Event and/or while using any Event facilities, equipment, or materials. I acknowledge that I am aware of all applicable California State and Los Angeles County COVID-19 mandates.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to my bodily injury, death, loss of use, monetary loss, or any other injury from or related to my participation and use of the Event facilities, equipment, or materials, whether caused by the negligence (other than gross negligence) of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I, on behalf of myself and my party, have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in the Event and to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same and bind any person under the age of eighteen (18) in my care to the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with all applicable law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

Driver Signature

Driver Printed Full Name

Date

Passenger Signature

Passenger Printed Full Name

Date