

## FOXLINE UNITED

## WAIVER AND RELEASE

**Important:** This is a legal document. You should read and understand this document before signing. SIGNING THIS AGREEMENT MAY SIGNIFICANTLY LIMIT YOUR RIGHTS. If you have any questions, seek legal advice before signing.

I, (hereinafter sometimes referred to as the "Participant") have read and understand the membership information concerning the FOXLINE UNITED CLUB (hereinafter referred to as the "Club"). I have joined the Club as a member on a voluntary basis without compulsion or coercion, by meeting all membership criteria and payment of applicable dues, and understand that participation in activities coordinated or conducted by the Club is voluntary. I understand and agree that there may be dangers and hazards associated with and inherent in motorcycling that may result in injury to me or even in my death. I also understand and agree that the activities in which I will be participating will be conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected, and may result in damage or loss to my personal property either due to the environment or the acts of omission or negligence of myself or others, including negligence by the Club or its officers, agents, and employees, and that I am solely responsible for the protection and security of any personal property. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

Furthermore, in consideration of the permission granted to me by the Club to participate in activities, on behalf of myself, my heirs, legal representatives, and assigns, I fully and forever release and discharge the Club, and their officers, directors, shareholders, employees, agents, representatives, heirs, executors, administrators, successors and assigns, from any and all causes of action, liabilities, obligations or other claims of any nature arising from my participation in Club activities either past, present or in the future whether known or unknown.

If any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

The Participant represents and warrants that he/she has read in its entirety the provisions hereof before executing the same and, fully understands the same and has full knowledge of its content and meaning.

This Agreement is the entire Agreement between the parties hereto, and the terms of this Agreement are contractual and not mere recitals.

\*\*\* Court of Jurisdiction will be Jaipur.

## VERIFICATION OF MOTORCYCLE ENDORSEMENT

I the undersigned, if acting as a motorcycle operator to participate in a FOXLINE UNITED CLUB activity, verify that I hold a valid Driver License and that said Driver License bears the endorsement or notation of the issuing authority granting permission to operate a motorcycle on public roads, if such an endorsement or notation is required by the issuing authority.

## **VERIFICATION OF INSURANCE**

I the undersigned verify that I am covered by health, medical, and limited life insurance, and I understand that should there be no insurance in force that I am liable for all expenses incurred for health, medical, or other insurance costs and that the FOXLINE UNITED CLUB and its officers, agents, and employees are not liable for same.

**Medical Declaration :** I confirm that I do not/have not suffer/suffered from any disease or any physical or mental illness/disability (eg. epilepsy, diabetes, asthma or any permanent illness/disability to a limb eyes or ears) likely to affect my efficiency as a Club Member.

**Personal Declaration:** In recognition of the inherent risks of the activity in which I will engage, I consider myself to be physically and mentally fit and capable of full participation and agree to notify the club of any changes to the medical information provided. Furthermore, in the event that I am injured I give my permission for the club personal to obtain emergency medical treatment on my behalf. I/We understand that the above club accepts no liability or responsibility for any accident or possible death to the above person/ persons or damage to property. My participation is voluntary and I will assume financial responsibility for personal injury, accidents and damage too or loss of personal property as the result of any incident or accident that may occur. In case of any injuries/illness during a trip/activity, Foxline United Club as a community or our members, the admin will not be responsible.

In consideration of gaining membership or being allowed to participate in the activities and programs of the Foxline United Club, I do hereby waive, release, and forever discharge the Foxline United Club and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities or event or arising out of my participation in any activities at said facility. I do also hereby release all of those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any those mentioned or others, acting on their behalf or in any way arising out of or connected with my participation in any activities of the Foxline United Club. I agree to adhere to all policies set by the Foxline United Club. "Foxline United" will be legally authorised to use photos/pictures, videos of me for promotional purpose on Foxline United's online (digital, print, video) and offline campaigns, free of cost.

I hereby apply for the membership of FOXLINE UNITED CLUB. I agree to be bound by and comply with the policies, terms, conditions and rules of FOXLINE UNITED CLUB. I declare that I am knowledgeable of and will comply with and bound by FOXLINE UNITED CLUB. The Foxline United will be legally authorised to use photos/pictures, videos of riders for promotional purpose on Foxline United's online (digital, print, video) and offline campaigns, free of cost.

**NOTE :** The court of jurisdiction will be Jaipur.