

Waco Eagles Motorcycle Club

Non Member Waiver of Liability and Indemnity Agreement

The Waco Eagles Motorcycle Club (WEMC) is a private club for use by WEMC members in good standing. The only means of entry to the club property is by the use of a non-duplicable, unique numbered key, assigned to club members and local motorcycle dealers. If you are not a member of WEMC, the only authorized means of entry, and use of the facilities, is by special invitation in the presence of a WEMC member in good standing or an authorized entity for an implied purpose.

Guests must be "sponsored" by a WEMC member and that member will be held responsible for their guests' behavior and conduct while on club property. A \$10 donation to WEMC, per guest, per day is required at time of entry to club property for anyone operating a motorized vehicle. Members are to remain on premises for the duration of their guests' presence. At no time are the guests' to use a member's key to gain access to club property with out that member present and a new Non Member Waiver of Liability and Indemnity Agreement must be filled out and signed by member and guest for each day in attendance. Failure to comply will result in that member losing club privileges and their guest being charged with criminal trespassing. Members accept responsibility that they have explained to their guest all club rules and regulations and certify their guests fully understand these rules.

(Member Signature)

(Key Number)

Non members, who have gained access from a local motorcycle dealer, or for the purpose of a demo or test ride, accept the terms of the Non Member Waiver of Liability and Indemnity Agreement and are subject to the same terms of this agreement.

WAIVER OR LIABILITY & INDEMNITY AGREEMENT:

I understand that the landowner, promoters and track officials of the WACO EAGLES MOTORCYCLE CLUB (WEMC) is in no way responsible for injury to persons or damage and/or loss of personal property. I am responsible for the actions of my dependents and myself.

I, on behalf of myself, the entrant (s), and the owner (s), their respective heirs, executors, administrators, successors, and assignees, agree at all time to release, defend, save harmless and keep indemnified Waco Eagles Motorcycle Club (WEMC), the organizers, and their respective agents, officials, servants, representatives, and affiliates against all actions, claims and suits, whether groundless or otherwise, and from all liabilities, losses, damages, costs, charges, counsel fees, and any other expenses or any nature and character incurred by said bodies, their agent, officials, servants, representative or affiliates, in respect of death, injury, loss of or damage to my person or property, or to any and all persons and property howsoever caused arising out of or in connection to or occasioned by the negligence of said bodies, their agents officials, servants, representative or affiliates.

The undersigned has read and voluntarily signed the release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written have been made. If this form is found to be improper due to form, content, or for any reason, the undersigned fully understands the intent and purpose of this document is to strictly limit and or absolve the Waco Eagles Motorcycle Club of any liabilities while he or she is on Waco Eagles Property on this or any future date. I have read and accept the terms set forth in this release.

(Signature of Rider) _____ **(Date)** _____

If signatory is under 18 years of age, parent or guardians signature is required and the parent/guardian both on behalf of the child personally adopt in full the covenants of indemnity & waiver or liability detailed above.

(Signature of Parent/Guardian)

(Printed Name of Parent/Guardian)