

## **RELEASE, LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

This Release, Liability Waiver and Hold Harmless Agreement (the "Agreement") must be read and signed by all persons operating or riding on a motorcycle or otherwise participating in any rally, ride or other event (the "Event") sponsored by or held at Windy City-Fox Motorsports, LLC and/or any of its subsidiaries or current or future affiliates, including but not limited to, the entities doing business as Wild Fire Harley-Davidson, City Limits Harley-Davidson, Fox River Harley-Davidson, Illinois Harley-Davidson, Starved Rock Harley-Davidson, Barbed Wire Harley-Davidson, Milwaukee Harley-Davidson, Woodstock Harley-Davidson, West Bend Harley-Davidson, Lake Geneva Harley-Davidson, Chicago Harley-Davidson, Lake Shore Harley-Davidson, Woodstock Triumph, Woodstock KTM, Windy City Triumph, Wrigleyville Harley-Davidson, Windy-City International Motorcycles, Windy City Motorcycle Company, LLC, Fox WC Holdings, LLC and WCFX Real Estate Holdings, LLC (collectively, "Windy City"). This Agreement applies to all Events occurring in 2022 in which I participate or otherwise attend. In consideration of Windy City sponsoring and/or permitting me to access and participate in the Event, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. I represent and warrant that (i) I am at least 18 years of age, (ii) I have a valid driver's license and may legally operate a motorcycle, if operating a motorcycle during any Event, and (iii) I have valid automobile/motorcycle insurance.

2. I acknowledge that riding a motorcycle requires physical stamina, motor coordination and mental alertness. I certify that I do not have any mental, physical, or other condition or disability that would impair my ability to safely operate a motorcycle. I further certify that I will not consume any alcoholic beverages, illegal substances, medications or other drug or substance that may impair my ability to operate a motorcycle during an Event.

3. I give permission irrevocably and in perpetuity to Windy City to, without additional compensation to me, use, adapt, reproduce, distribute, display and publicly perform my name and visual likeness in whole or in part, worldwide, in connection with the promotional or marketing activities of Windy City and/or its subsidiaries or affiliates.

4. I ACKNOWLEDGE THAT MY PARTICIPATION IN AN EVENT AND/OR OPERATION OF OR RIDING IN A MOTORCYCLE IS SOLELY AT MY OWN RISK AND I VOLUNTARILY ASSUME ANY AND ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN ANY SUCH EVENT. I AM AWARE OF THE HAZARDS, DANGERS, AND RISKS TO MYSELF AND OTHERS ASSOCIATED WITH OPERATING OR RIDING IN MOTORCYCLES AND ACKNOWLEDGE THAT IT IS MY CHOICE AS TO WHETHER OR NOT I WEAR A HELMET AND/OR ANY OTHER PROTECTIVE GEAR DURING SUCH EVENT. THEREFORE, I, ON BEHALF OF MYSELF AND MY SUCCESSORS, ASSIGNS, HEIRS, AND ESTATE (COLLECTIVELY, "SUCCESSORS"), HEREBY UNCONDITIONALLY AND FOREVER RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS WINDY CITY (INCLUDING ITS AFFILIATES AND SUBSIDIARIES), ALONG WITH EACH OF THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, JUDGMENTS, COSTS, DAMAGES, LOSSES, EXPENSES AND LIABILITIES OF EVERY KIND AND NATURE WHATSOEVER RELATING TO ANY CLAIM I MAY NOW OR HEREAFTER HAVE WITH RESPECT TO ANY DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PECUNIARY LOSS AND/OR OTHER LOSS, DAMAGE, COST OR EXPENSE THAT MAY BE SUFFERED BY ME OR ANY THIRD PARTY AS A RESULT OF (i) MY OPERATION OF AND/OR RIDING IN A MOTORCYCLE, (ii) ANY USE BY WINDY CITY AND/OR ITS SUBSIDIARIES OR AFFILIATES OF MY NAME OR VISUAL LIKENESS, (iii) MY ATTENDANCE OF THE EVENT, OR (iv) ANY OTHER ACTION OR INACTION BY ME IN CONNECTION WITH MY PARTICIPATION IN OR ATTENDANCE OF AN EVENT.

5. If any provision of this Agreement is found to be unenforceable in any respect by a court, it is my intention and understanding that this Agreement shall nonetheless be enforced to the maximum extent to which it is found by the court to be legally enforceable, and a finding of invalidity, illegality or unenforceability of one or more provisions of this Agreement shall not affect the validity or enforceability any other provision hereof.

6. This Agreement constitutes the entire agreement between myself and Windy City with respect to the matters described herein, and supersedes any and all other agreements and communications, oral or written, between myself and Windy City or any of the Released Parties with respect to such matters. This Agreement may not be amended or supplemented except by a subsequent written agreement signed by Windy City and specifically referencing this Agreement. I understand and agree that each of the Released Parties is an intended beneficiary of this Agreement and may enforce its terms against me.

7. I, on behalf of myself and my Successors, agree to hold harmless, defend and indemnify each of the Released Parties from any and all claims, suits or causes of action by any third parties, including any of the Released Parties or other person participating in the Event, for bodily injury, property damage, or other damages that may arise out of my use of motorcycles and motorcycle equipment or my participation in the Event, including claims arising from the negligence of any of the Released Parties, other Event participants, or any other party or person.

8. I acknowledge that I have read and fully understand the foregoing terms and am not relying on any statements or representations of anyone released hereby, including any statements or representations of any of the Released Parties. I acknowledge that I am voluntarily operating or riding in a motorcycle and otherwise participating in any one or more Events and I assume complete responsibility for all risks, traffic or other tickets or citations, injuries, death and/or property damage that may occur as a result of those risks, even if such tickets, injuries, death or property damage occur in a manner that is not foreseeable at the time I sign this Agreement.

**THIS IS A LIABILITY RELEASE – PLEASE READ CAREFULLY BEFORE SIGNING. BY SIGNING BELOW, I AGREE TO THE ABOVE TERMS AND TO ASSUME ALL RISKS AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
License # and State