Off road Motorcycle Ride/training Release

Dealer Name: Thunder Creek, Inc. dba White Lightning Harley-Davidson

I, the undersigned, on my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively, "Heirs and Assigns"), for and in consideration of the opportunity to participate in a ride using a motorcycle that I have provided (collectively, the "Motorcycle"), and for other valuable consideration, the receipt and adequacy of which are hereby acknowledge, RELEASE AND FOREVER DISCHARGE the Dealer named above, Harley-Davidson Motor Company, Inc., Harley-Davidson, Inc., and each of their respective affiliated companies including Micky Fouts and Tellico Overlanders adventure Destination, Jeff Irvin, subsidiaries, officers, directors, employees, authorized dealers, distributors and agents (collectively, the "Released Parties"), from ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION (collectively, "Claims") OF ANY KIND WHATSOEVER KNOWN OR UNKNOWN, THAT I OR ANY OF MY HEIRS AND ASSIGNS HOW HAVE OR LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF THE RIDE(S) OR MY OPERATION OF OR TIDING ON THE MOTORCYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE MOTORCYCLE, OR THE CONDITIONS, RULES, QUALIFICATIONS, INSTRUCTIONS OR PROCEDURES UNDER WHICH THE RIDE(S) ARE CONDUCTED, OR ANY OTHER CAUSE OR MATTER. I acknowledge and understand that this Release EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS I or any of my Heirs and Assigns have or later may have against the Released Parties arising out of the demonstration ride(s) or my operation of or riding on the Motorcycle, including without limitation all such Claims resulting from the NEGLIGENCE of any Released Party, or arising from STRICT PRODUCT LIABILITY, or resulting from any BREACH OF ANY EXPRESS OR IMPLIED WARRANTY by any Released Party, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or un-liquidated or foreseen or unforeseen, or arise by operation of law or otherwise. I acknowledge and understand that by my signing this Release, I and my Heirs and Assigns AGREE NOT TO SUE any or all of the Released Parties for any injury, death or damage to myself, my property, any other person or such other person's property resulting from or arising out of the demonstration ride(s) of my operation of or riding on the Motorcycle. I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any state statue that would otherwise limit the scope of this release, including but not limited to Section 1542 of the California Civil Code, which provided: " A general release does not extend to claims which [a person] does not known or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the [released parties]. " To the extent that the scope of this Release is unenforceable in any jurisdiction, said scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release. I hereby waive any right I have to bargain for different release or waiver of liability terms.

** **I understand that this ride will be a combination of both on road and off-road riding. I also understand that I may stop and discontinue my participation in the ride if at any time I feel the ride may be beyond my riding abilities. Initial _____**

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT, THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS OF ANY OF THE RELEASED PARTIES, AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND SUFFICIENT TIME TO READ AND ASK QUESTIONS REGARDING THIS RELEASE.

        Rider   Date _____   Emergency Contact

Print _____   Name _____

Sign _____   Number _____
        THIS IS A RELEASE OF LIABILITY - PLEASE READ CAREFULLY BEFORE SIGNING