

MODEL A FORD CLUB OF AMERICA
WAIVER, INDEMNIFICATION RELEASE AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO VOLUNTARILY PARTICIPATE (AT MY REQUEST) IN THE EVENT OF MODEL A FORD CLUB OF AMERICA (“MAFCA”), ITS CHAPTERS, REGIONS AND/OR SPECIAL INTEREST GROUPS REFERRED TO BELOW (“EVENT”), I/We, THE UNDERSIGNED AGREE(S) TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MAFCA, ITS CHAPTERS, REGIONS OR SPECIAL INTEREST GROUPS, THEIR EMPLOYEES, OFFICERS AND AGENTS (“Releasees”) from all liability to the undersigned, his or her or their personal representatives, assigns, heirs, family members and next of kin (“**Releasors**”) for any loss, damage, or claim therefor on account of injury to the person or property of the Releasors, whether caused by any negligent act or omission or other fault of the Releasees or otherwise while the undersigned is participating in the Event or using any of Releasees’ facilities in connection with the Event.

2. THE RELEASORS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees from all liability, claims, demands, causes of action, charges, expenses, and attorney fees and all other costs resulting from my involvement in the Event whether caused by any negligent act or omission or other fault of the Releasees or otherwise.

3. THE RELEASORS HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF PERSONAL OR BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon Releasee property or participating in the Event or using any Releasee facilities and/or equipment whether caused by any negligent act or omission or other fault of Releasees or otherwise. The Releasors expressly agree that the foregoing release and waiver, indemnity agreement and assumption of risk are intended to be and shall be interpreted and applied as broad and inclusive as permitted by applicable law.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING, THAT I AM VOLUNTARILY ENTERING INTO THIS AGREEMENT AND THAT I AM AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT, including that it prevents me, my personal representatives, assigns, heirs, family members and next of kin from suing the Releasees if I am injured or damaged for any reason as a result of participation in the Event.

IF THE PARTICIPANT IS A MINOR, HIS OR HER CUSTODIAL PARENT OR LEGAL GUARDIAN MUST READ AND EXECUTE THIS AGREEMENT WHERE INDICATED BELOW. I hereby warrant and represent that I am the legal guardian or custodial parent of the minor named below, who is a minor, and agree, on my own and said minor’s behalf to the terms and conditions of the foregoing agreement.

I understand that I may talk to my legal advisor about this agreement and I have either done so or chosen not to. I understand that I have the right and have been given the opportunity to object to and bargain about the provisions of this agreement. I am voluntarily signing this agreement and intend it to be the unconditional release of all liability to the greatest extent allowed by applicable law.

PART I
Section 10

Revised 02/01/2014
Supersedes 05/17/2013

BEFORE SIGNING, CAREFULLY READ THIS ENTIRE AGREEMENT: If any accident, injury, death or damage to personal property occurs, you (by signing this agreement) will be giving up certain legal rights. If any part of this agreement is held invalid, the rest of the provisions shall remain in effect. If you do not understand anything in this agreement, you should not sign it and you should instead consult your legal advisor.

_____ Date: _____ _____ Date: _____
Adult Participant Signature Minor Participant Signature

_____ _____
Adult Participant Name (Printed) Minor Participant Name (Printed)

_____ Date: _____ _____ Date: _____
Adult Participant Signature Parent/Guardian Signature

_____ _____
Adult Participant Name (Printed) Parent/Guardian Signature (Printed)

MAFCA/CHAPTER/REGION USE ONLY:

Event: _____ Date(s): _____