

# Diamond Tread Model "A" Ford Club

## WAIVER AND RELEASE FROM LIABILITY

I/WE HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge The Diamond Tread Chapter of the Model A Ford Club of America (herein referred to as DTA) and its agents, members, officers, affiliates, members, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, DTA provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities and functions in which I participate may be considered (but do not have to be) of a volunteer nature, or for the benefit of DTA, and/or can be dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party (DTA) to such activity.

By this Waiver, I assume any and all risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with DTA including but not limited to any volunteer activities, community events or leagues, using the facility and its equipment, practicing and/or engaging in organizational functions, philanthropic activities, other functions and fundraisers or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of DTA, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

Date: \_\_\_\_\_

Printed Name (s) \_\_\_\_\_

Signature (s) \_\_\_\_\_

**If membership is for a couple, both members must sign this form. Rev: 12/12**