

Model A Ford Club Of America Waiver, Indemnification and Release Agreement

In consideration of being permitted to voluntarily participate (at my request) in the "Ole Southwest Tour 2021" organized by the Model A Ford Club of America ("MAFCA"), its chapters, and/or its special interest groups, i.e. Model A Touring Club ("MATC"), 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, directors, or agents ("Releasees") from all liability to the undersigned, his or her or their personal representatives, assigns, heirs, family members, and next of kin ("Releasers") for any loss, damage, or claim therefore on account of injury to the person or property of the Releasers, 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 Releasee facilities in connection with the Event.

2) The Releasers 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 involvement in the Event whether caused by any negligent act or omission or other fault of the Releasees or otherwise.

3) The Releasers 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 Releasers 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.

Note: If you do not understand anything in this agreement, you should not sign it and you should instead consult your legal advisor. If the participant is a minor, his or her custodial parent or legal guardian must read and execute this agreement where indicated below.

I acknowledge that I have read the foregoing, that I am voluntarily entering into this agreement and that I am aware of the legal consequence 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. 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. Before signing, I have carefully read this entire agreement: if any accident, injury, death or damage to personal property occurs, I will be giving up certain legal rights by signing this agreement. If any part of this agreement is held invalid, the rest of the provisions shall remain in effect.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE OF ALL CLAIMS AND INDEMNIFICATION, AND BY SIGNING THIS DOCUMENT I GIVE UP CERTAIN LEGAL RIGHTS I MAY OTHERWISE HAVE.

Signature: _____ Date: _____

Name (printed): _____

Signature: _____ Date: _____

Name (printed) _____

Signature: _____ Date: _____

Name (printed) _____

I am the custodial parent or legal guardian of the following minor(s): _____

I hereby warrant and represent that I am the legal guardian or custodial parent of the minor(s) named above and agree on my own and said minor's behalf to the terms and conditions of the foregoing agreement.

(Custodial Parent/Guardian) Signature: _____ Date: _____

Name (printed) _____