

**2024 Oasis Outdoors/City of Herrin/Herrinfesta Italiana
UTV/Golf Cart Rally**

EVENT REGISTRATION/RELEASE FORM

UTV/GOLF CART ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

As consideration for being allowed to participate in the event(s) described below I agree:

1. I acknowledge that UTV/Golf Cart activity is a potentially hazardous activity, which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders' equipment, vehicular traffic, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, HerrinFesta Italiana and its officers, directors, and employees. These risks are not only inherent to riders, but are also present for passengers, spectators, and volunteers. I hereby assume all the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.
2. **I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors, and organizers of the event(s), in which I may participate and that it will govern my actions and responsibilities at said events. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event(s) operate my motorcycle under the influence of any narcotic, alcohol, or drug. I certify that I have fully adequate insurance to cover all medical claims, the motorcycle and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Ride, the Ride, the period between the end and my return to my final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate a UTV/Golf Cart in a safe manner and my license has all UTV/Golf Cart endorsements or certificates required by my state of residence.**
3. **In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Herrin Festa Italiana, officers, directors, employees, ride organizers, sponsors, representatives, agents, volunteers and (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.**
Accordingly, I do hereby release and discharge HerrinFesta Italiana, its officers, directors, employees, ride organizers, sponsors, representatives and agents, and their officers, agents, and its employees from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in this event. This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the event(s). I agree to pay for all costs related to medical response, treatment, and transport on my behalf.
5. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s).
6. I agree to pay for all expenses (including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense I may incur) intending that HerrinFesta Italiana shall be totally free of such costs and expense.
7. **As additional consideration for being allowed to participate in the event(s) described below, I hereby assign to HerrinFesta Italiana any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or encounters participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against HerrinFesta Italiana and its officers, directors, employees, ride organizers, sponsors, volunteers, representatives, and agents, or may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that HerrinFesta Italiana its officers, directors, employees, ride organizers, sponsors, volunteers, representatives, and agents shall be liability free regarding anything in any way connected with the event.**

8. I hereby release HerrinFesta Italiana from all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Waiver, Release and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

Drivers Full Signature: _____ **Date:** _____
(Signature indicates agreement to terms and conditions)

Printed Name: _____ **Zip Code:** _____

Passenger Full Signature: _____ **Date:** _____
(Signature indicates agreement to terms and conditions)

Printed Name: _____ **Zip Code:** _____

Cash **Credit/Debit** **Passenger** **Extra Card(s)** # _____

Total received: \$ _____

NOTE: 2024 UTV/Golf Cart Rally Saturday, May 25, 2024

Registration/1st stop: Old Memorial Ball Diamond-North Side of Herrin City Park

2nd stop: Louie's P & R

3rd stop: Energy Park

4th stop: Herrin Elks

5th /last stop: Civic Center(must be here before 6 p.m.). Stay for the free entertainment in the entertainment tent.