

**2024 PARTICIPANT REGISTRATION/RELEASE FORM
WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS**

Location of Event(s): The Legacy Run will start at American Legion Post 21 in Independence, MO and end at the National Convention City, New Orleans, LA.

Event Dates: The American Legion Legacy Run, Aug. 18 - 22, 2024. The American Legion National Convention, Aug. 24 – Aug. 29, 2024.

I hereby affirm that I have diligently read all pages of this “Waiver, Release of All Liability and Assignment of Claims” (“Accident Waiver”) in its entirety, comprehended its implications, and willingly agree to all of its contents. My completion and signature on this form signify my full acceptance of the terms and conditions on all pages, particularly Sections 6 & 9, which pertain to **conduct, PPE, and drug and alcohol use during motorcycle riding.**

THE AMERICAN LEGION LEGACY RUN AND THE NATIONAL CONVENTION, HEREINAFTER REFERRED TO AS “EVENT(S)”

In consideration for being allowed to participate in the event(s) described herein, I agree:

1. I certify that I am at least 18 years old. I acknowledge that motorcycle activity is a potentially hazardous activity that 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 rider’s equipment, vehicular traffic, actions of other people including, but not limited to, organizers, participants, volunteers, spectators, agents, The American Legion and its officers, National Executive Committee, directors, and employees. These risks are inherent to riders and are also present for passengers, spectators, and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in this event(s). I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting the event(s), and I hereby forever release all of them of all possible liability. I agree not to bring suit and to pay all court costs and attorney fees resulting 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 the event holders will use this liability waiver, sponsors and organizers of the event(s), in which I may participate and that it will govern my actions and responsibilities at said event(s). **I further certify that I am not under the influence of any narcotic, alcohol, or other drugs (licit & illicit) 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 further understand that if, during the event, the Legacy Run medics and leadership may deem my health too hazardous to myself, other riders, volunteers, and the event itself. This may result in being prohibited from continuing further on the Legacy Run.

3. I certify that I have all of the insurance needed to cover all medical claims, motorcycle(s) 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 event(s), the event(s), the period between the end of the event(s) and The American Legion National Convention, the period of the American Legion National Convention 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 motorcycle in a safe manner and my driver's license has all motorcycle endorsements or certificates required by my state of residence.

4. 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(s) or during my traveling to and from the event(s) 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 the event(s).

Accordingly, I do hereby completely release and discharge The American Legion and The American Legion Riders, its officers, National Executive Committee, directors, employees, event organizers, sponsors, representatives and agents, and their officers, agents and employees from any and 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 the event(s). This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

5. I hereby consent to receive medical treatment, which may be deemed advisable in the event of loss of conscience, injury, accident, and/or illness during the event(s). I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

6. **I certify I will wear a D.O.T.-approved helmet** and any other personal protective equipment (PPE) while riding at this event that is or may be required by the United States and/or any state and/or directed by the Legacy Run Chief Ride Captain or their delegate in which my participation occurs and that my motorcycle, helmet, and all required PPE are in safe operational condition. **I agree to abide by the directions and 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).**

7. (A) I certify that the engine displacement of my motorcycle is at least 750 cc which is the minimum engine size allowed for participation. In addition, I understand that my motorcycle and equipment may be subject to an operational and safety inspection by the event leadership as deemed necessary. Any motorcycle or equipment that fails inspection will be the owner's responsibility to repair or replace said discrepancy. Failure to do so may result in not being allowed to participate in the event.

(B) Motorcycles, three-wheel motorcycles, and Can-Am cycles are authorized for this ride. Polaris Slingshots are not authorized to participate in this ride. Custom motorcycles and custom three-wheel motorcycles are subject to inspection and approval before registration. To obtain approval, submit your custom cycle's specifications and a photo to legacyrun@legion.org. Your request will be reviewed, and you will receive an answer within 24 hours. Those decisions are final.

8. 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 expenses I may incur), intending that The American Legion shall be free of such costs and expenses. The cost of registration will cover your registration fees, fuel and lunch from kicks stands up (KSU) to the scheduled end-of-day stop. You are required to start each day with a full tank of fuel at your expense.

9. **As additional consideration for being allowed to participate in the event described herein, I hereby assign to The American Legion any claim I have or might have, in contract or in tort, in any way, shape, form, or fashion arising out of my action, the actions of other riders or anyone that participates in or comes**

in contact with 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 The American Legion and its National Executive Committee, officers, directors, employees, event 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 The American Legion and National Executive Committee, officers, directors, employees, event organizers, sponsors, volunteers, representatives, and agents shall be liability-free with regard to anything in any way connected with the event(s).

10. Media Release and Assignment of Any Claim Whatsoever: By signing this release form, I authorize The American Legion National Headquarters to use the following information:

- (a) **Picture** – including photographic, motion picture, and electronic (video) images.
- (b) **Voice** – including sound and video recordings; and
- (c) **Documents and personal information** – including articles, stories and/or other text forms.

In consideration of the publicity provided in which The American Legion has or seeks to have provided, I hereby grant to The American Legion National Headquarters, its subsidiaries, licensees, successors and assigns, Departments, Posts, and Programs the right to use, publish, and reproduce, for all purposes in perpetuity, my name, likeness, pictures in film or electronic (video) form, sound and video recordings, and in print and an electronic copy of the information described in sections (a), (b) and (c) above in any, and all, media including, without limitation, American Legion print, online and television media. This permission further extends to all media, the internet and any formats and markets now known or hereafter devised unless I revoke the permission in writing. As additional consideration for the publicity, I hereby assign any claim I have or might have to The American Legion and I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment from The American Legion's use of any of the material described herein for any of the purposes authorized by this release; this includes any and all claims related or which may be related to the information about me described in sections (a), (b) and (c) above to The American Legion. I also waive any right to inspect or approve photographs, audio, video, multimedia, recordings, copy or printed matter, computer-generated scanned images and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

11. The American Legion Legacy Run Leadership's decisions are final and not subject to appeal or refund.

12. By registering for the National Legacy Run, I hereby certify that I have read, understand, and agree with all the contents of this Waiver, Release and Assignment of Claims in its entirety.

Each motorcycle operator and passenger must sign separate forms.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____