

THE EASY RIDERS CURACAO (ERC)
RELEASE and WAIVER of LIABILITY and
EXPRESS ASSUMPTION of RISK
and INDEMNITY for
PARTICIPATING IN THE
ERC MOTORFEST 2023

EVENT REGISTRATION, RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. THE PARTICIPANT DECLARES TO HAVE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING HIS/HER ENTRY/PARTICIPATION FORM.

THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT PARTICIPANTS LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE PARTICIPANTS ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being permitted by the association EASY RIDERS CURACAO (“Event Producer”) to participate in an ERC event, including related programs or events (“Event”), I, PARTICIPATING ORGANIZATION/ I, PARTICIPANT, understand and acknowledge that by checking the box below or signing below, and/or by signing the participation form, that I am legally agreeing to the statements in the following Event Registration, Release and Waiver of Liability, and Assumption of Risk and Indemnity Agreement (“Agreement”) and that these statements are being accepted and relied upon by the Released Parties, as defined below.

I, PARTICIPATING ORGANIZATION/ I, PARTICIPANT hereby freely and voluntarily acknowledge and/or take action for myself, and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf, as follows:

1. I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I acknowledge that the Event and/or other portions of this Event can be and/or are inherently dangerous and carries with them the potential for serious bodily injury, permanent disability, paralysis and death, and property damage or loss. I acknowledge and agree that it is my responsibility to

determine whether it is safely to participate in the Event, and I attest and certify that I am or will be sufficiently fit and physically trained to participate in the Event, which I elect to enter. I certify that I have not been advised against participation in the Event by any healthcare provider. I have no physical or medical condition that would endanger myself or others if I participate in the Event or would interfere with my ability to safely participate in the Event. I accept responsibility for the condition and adequacy of my competition equipment and my conduct in connection with the Event. I also assume any and all other risks associated with participating in this Event, including but not limited to the following: falls, dangers of collisions with vehicles, pedestrians, other participants, and fixed objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment; and hazard that may be posed by spectators or volunteers; and weather conditions. I further acknowledge that these risks include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Event at my complete own risk, and that I am responsible for any and all the risk of participation in the Event.

2. I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Event and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.
3. I WAIVE, RELEASE, AND FOREVER DISCHARGE Event Producer, event sponsors, event organizers, event promoters, event producers, -directors, -board, -volunteers, event officials, event staff, advertisers, property owners, volunteers, administrators, contractors, vendors, volunteers, all other persons or entities involved with the Event, and all governmental bodies, and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Event or segments of the Event take place, and each of their respective parent, subsidiary and affiliated companies, licensees, officers, directors, partners, board members, shareholders, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Event or my traveling to or from the Event, including light negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses, even if such Claims are caused by negligent acts, omissions, or the carelessness of the Released Parties.
4. I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO

INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement, my breach or failure to abide by any of the event applicable rules, Event Producer Rules, and information and/or my actions or inactions which cause injury or damage to any other person.

5. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident or illness during the Event. I hereby grant to the Event Producer and applicable physicians as needed and authorize medical treatment as needed. I agree to be responsible and assume liability for any and all costs incurred as a result of participation in the Event, including but not limited to ambulance transport services, hospital stays, medical care and treatment, and physician and pharmaceutical goods and services, except for care and treatment covered by my insurance. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.
6. I hereby grant to Event Producer the right, permission, and authority to use my name, image, voice, and/or likeness, without compensation, captured during the Event by Event Producer, its affiliated entities or contractors and photo- and videographers, and/or the media in any photographs, videotapes, CDs, DVDs, broadcast, telecast, podcast, webcast, recordings, motion pictures, commercial advertisement, promotion materials, and/or any other record of this Event for any purpose whatsoever.
7. I acknowledge and agree that Event Producer, in its sole discretion, may delay or cancel the Event if it believes the conditions on the event day(s) are unsafe. In the event the Event is delayed or cancelled for any reason, including but not limited to acts of God or the elements (including without limitation, wind, rough water, rain, hail, hurricane, tornado, earthquake), acts of terrorism, fire, threatened or actual strike, labour difficulty, work stoppage, insurrection, war, public disaster, flood, unavoidable casualty, race course conditions, or any other cause beyond the control of Event Producer, there shall be no refund of Event Producer's entry fee or any other costs incurred in connection with the Event.
8. I understand that Event Producer reserves the right, in its sole and complete discretion, to deny entry, revoke the entry application of any applicant at any time, and/or to disqualify any individual from the Event. Applicant expressly waives any claim for damages arising from the denial or revocation of an entry application exceeding the amount of the entry fee.
9. A legal guardian who signs this Agreement on behalf of a incapacitated, under age (18 or under) and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of

Said Person and to legally bind Said Person to the Agreement. The legal guardian who signs this Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of this Agreement.

10. I acknowledge that my participation will be subject to the conditions as listed in the "Agreement on event registration, liability release and waiver of liability and the assumption of risk and exemption is granted", which I have received, read, understood and accept.
11. I can confirm to the best of my knowledge I do not have, have had or have come into contact with anyone with symptoms of covid-19 in the past 14 days.
12. If I cause damage to Event Producer and/or others/third parties for whatever reason, then I am fully responsible and liable for the damages.
13. If I drive or in any other way act and/or handle irresponsibly or in what way cause danger to others, I am fully responsible for damages and I will be excluded from participating in ERC events and activities. In the event of exclusion or removal from ERC events/activities, no refund of any fees paid by me or costs made by me, will be made.
14. I declares to promptly, meticulously, and fully follow the instructions of the Event Producer, ERC board, personnel and volunteers and, should this not be the case, agree that further participation in the ERC activities/program and further access to the location(s) of the ERC activities/program and Events of Event Producer can be denied without reimbursement of the activity/program/entrance/participation fee.
15. Participant is fully responsible for his/her vehicle and must supervise and keep an eye on it.
16. Participant declares to behave correctly and properly during the event/activities.
17. Any vehicle participating in the event/activities must be completely washed and shiny and clean throughout the event/activity.
18. Each vehicle registered for participation in the event will receive a pass that must be visibly attached to the vehicle in order for the vehicle to gain access to the venue of the event. Without the relevant pass, no access of the vehicle will be granted to the Eevent/activity/Eevent location/activity location.

19. On the day of the event, as from 10:00 AM, the vehicles that are registered and provided with a pass can be stationed/parked in their designated place at the event location. At the latest at 11:30 AM, all registered vehicles with pass must be present. Vehicles arriving later will not be allowed.
20. Stationing/parking of the registered vehicles takes place in accordance with and according to the schedule as determined by the Event Producer and everyone must adhere to this.
21. Vehicles participating in the event will be stationed/parked at their designated place during the entire event and cannot and may not leave the event site during the opening hours that apply to the public. The event start time for the public is 12 noon and the event closing time for the public is 8 pm.
22. Every participant owner of a participating vehicle will receive from Event Producer two (2) drink vouchers and can exchange these for a drink of own choice at one of the beverage bars of Event Producer. The vouchers cannot be exchanged for anything else, the vouchers are non-refundable and the vouchers are only valid during the Event and opening hours of the beverage bars of Event Producer.
23. Participating organisations, teams, participants, and the public are not allowed to bring their own drinks and/or food.
24. I acknowledgement and accept any remaining house rules applicable to the participation in ERC Events, ERC activities, activities by or on behalf of Event Producer.
25. I acknowledge and declare that I am not and will not be under the influence of alcohol, illicit drugs, sedatives, or presently using any medication that can adversely affect the participant's physical and/or mental state when coming to the Event, being at the Event, attending the Event and leaving the Event.
26. This Liability Release and Express Assumption of Risk shall be governed, construed, interpreted and enforced in accordance with the laws of the Netherlands Antilles and the civil court in Curaçao has the sole jurisdiction for resolution of any and all disputes arising in connection with the interpretation, construction and enforcement of this Liability Release and Express Assumption of Risk.

I PARTICIPANT/I PARTICIPATING ORGANIZATION (“I”/“PARTICIPANT”)
ACKNOWLEDGE AND CONFIRM THAT THE REGISTRARTION FORM IS AN
INTEGRAL PART OF THIS AGREEMENT.

BY ENTERING AND CONFIRMING VIA THE ENTRY/PARTICIPATION FORM, I PARTICIPANT/I PARTICIPATING ORGANIZATION (“I”/“PARTICIPANT”) HEREBY AFFIRM THAT PARTICIPANT IS EIGHTEEN (18) YEARS OF AGE (OR WILL BE ON THE DATE OF THE EVENT) OLDER, AND , I PARTICIPANT/I PARTICIPATING ORGANIZATION DECLARE TO HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT BY ENTRY/ PARTICIPATION AND SIGNING FOR PARTICIPATION ON THE ENTRY/PARTICIPATION FORM .