

**Victor Valley Marine Corp League Detachment 1383  
Adult Waiver Form 2021**

---

I wish to participate in the Marine Corp League Poker Run. During the Poker Run, minors under 18 years of age must be accompanied by a parent or legal guardian who is also a registered motorist. I understand that all donations made in connection with the Poker Run are non-refundable, credit will be provided in the event of poor weather conditions and the event is cancelled. Credit may be used at future rides

**MOTORISTS WAIVER AND RELEASE OF LIABILITY (PLEASE READ AND AGREE BELOW)**

I agree that any and all representations made and releases, waivers, covenants, consents and permissions given by me hereunder are given on behalf of me and any and all of my minor children or persons over whom I have guardianship participating in or attending the Event.

**WAIVER AND RELEASE OF LIABILITY**

**I understand that the Event is a potentially hazardous activity, and I hereby voluntarily assume full and complete responsibility for, and the risk of, any injury or accident that may occur during my participation in the Event or while on Event premises (collectively referred to herein as "my participation").**

**I understand that during my participation, I will be using public streets and facilities where many hazards exist, and I am aware of and appreciate the risks that may result. I am also aware that accidents may occur during my participation that could result in serious injury or death. My participation is voluntary with knowledge of all such risks.**

**In consideration for being permitted to participate in the Event, I, for myself and my next of kin, heirs, administrators, and executors (collectively "my releasors") hereby agree to assume all risks and to release, hold harmless and covenant not to sue Victor Valley Marine Corp League or the National Marine Corp League or any sponsors, officials, volunteers, participating clubs, communities, organizations, friends of the Poker Run, and all other government or public entities, and affiliated organizations and all of the above-listed entities' respective directors, officers, agents, employees and members, and all other persons or entities associated with the Event (collectively, "the releasees"), for any claim, loss or liability that I or my releasors may have arising out of my participation or any fundraising activities associated with my participation, including, but not limited to, personal injury, death or property damage suffered by me or others, whether such losses, liabilities, or claims be caused by falls, contact with and/or the actions of other participants, contact with fixed or non-fixed objects, contact with animals, conditions of the Event premises, negligence or carelessness of the releasees, risks not known to me or not reasonably foreseeable at this time, or otherwise.**

I, on behalf of myself and my releasors, intend by this Waiver and Release of Liability to release in advance, and to waive my rights and to discharge all of the releasees from all claims, losses or liabilities I or my releasors might suffer in connection with my participation, or which may hereafter accrue to me or my releasors (including, but not limited to, claims, losses or liabilities for death, bodily injury or property damage) even though that liability may arise from negligence or carelessness on the part of the releasees, from dangerous or defective property or equipment owned, maintained or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release of Liability is binding on my releasors, assigns and legal representatives.

I am physically capable of completing the event. If I am aware of or under treatment for any physical infirmity, ailment or illness. I will maintain personal health insurance at all times during my participation. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me in connection with my participation. I will abide by all rules and regulations established by the Event organizers and personnel as well as the local vehicle code. In the event of injury, accident or illness during my participation, I consent to receive, and authorize Event organizers, officials, volunteers, participants and spectators to use their discretion to administer, first aid, medical care and/or medical treatment.

The following language only applies to any Event held in California: **This Waiver and Release of Liability extends to claims and facts unknown and unsuspected to exist at the time of executing this Waiver and Release of Liability. All rights under Section 1542 of the California Civil Code are hereby expressly waived with respect to any of the claims, injuries, or damages described in this Waiver and Release of Liability. Section 1542 of the California Civil Code reads as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

I am aware that by agreeing to this Waiver and Release of Liability and Permission, I am waiving substantial legal rights, and knowing this, I agree of my own free will without any inducement, assurance or guarantee being made to me and intend my check of the "agree" box to be a complete and unconditional release of liability to the greatest extent allowed by law.

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