

Hold Harmless Agreement – All-American Camaro & Firebird Association

In consideration of the right to obtain a membership in All-American Camaro & Firebird Association, Member (which refers, individually and collectively, and in any combination, to the individual entering into the members' Hold Harmless agreement, and that person's heirs, agents and assigns) hereby releases and covenants not to sue All-American Camaro & Firebird Association, its owners, directors, officers, members, contractors, agents, instructors, or affiliated companies (hereinafter individually and collectively "the club"), from any and all claims that may arise out of or are in any way connected with the member's presence or participation in club activities or events. Member expressly agrees herein to personally assume all risks related to club membership, member's presence and/or participation in club activities or events.

Member understands and agrees that being present and/or acting as a participant or spectator in club events may create predictable and unexpected risks of serious personal injury, including physical or mental injury, death, property damage, or other losses, and including risks which may be caused by the actions of other participants or other persons. Risks may include, but are not limited to: sprains; strains; fractures; damage to the head, face or body; emotional distress, flesh wounds; muscular skeletal injuries; cosmetic injuries; emotional or physical abuse; cuts; abrasions; penetrations; paralysis, foreign objects in the eye; amputations; permanent disabilities; and other serious injuries or death (collectively "risks").

Member acknowledges that he/she has investigated and evaluated the risks and has made a voluntary and informed decision about becoming a club member and participating in club activities and events. This decision is based upon member's independent investigation and knowledge, and not on the representations of the club or any of its representatives. If there is any question as to whether member can safely participate in club activities or events, member will seek the advice of a physician or other counsel before engaging in such activity. Member understands that the nature and severity of the risks may be affected by member's own physical and mental skills and abilities, the relative skill required to participate in club events, and the condition or environment of the site where club events take place. Member acknowledges that he/she is mentally and physically ready to engage in activities. Member agrees to continuously assess whether he or she can safely continue to participate in club activities or events. If member receives any advice or instruction from the club, member acknowledges that member is solely responsible for evaluating the information and choosing how to act upon it.

Member assumes the responsibility to obtain and use all protective equipment that may be reasonably appropriate to ensure safe involvement in club activities or events. Member understands that activities are undertaken at member's own risk, and that the club does not assure medical assistance in the event of accident, injury or illness. If at any time member believes that participating in club activities or events would be unsafe, whether due to member's physical or mental condition, skills, or abilities, the location, or the conduct or potential conduct of the other participants, member will immediately discontinue engaging in the activity.

Member acknowledges this release prevents him/her from seeking damages or other relief in a court of law or otherwise. This scope of this Agreement shall be read as broadly as allowed by law in favor of releasing All-American Camaro & Firebird Association and shall include, but not be limited to, all conceivable claims for personal injury and/or property loss or property damage.

Member understands that member's own medical and/or disability insurance will be used in the event of injury or that Member will be directly responsible for any medical costs incurred.

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Member agrees to indemnify and hold harmless the club, its directors, officers, members, contractors, agents, instructors, or affiliated companies in the event of a suit or action against the club with regard to damages arising out of member's own negligence or misconduct.

The terms of this agreement will serve as a release and indemnity agreement for member's heirs, personal representative, and for all members of member's family, including any minors.

Member agrees to indemnify the club for legal defense, expense, and any other costs, judgments or settlements arising out of claims by family members of the member injured or whose property is damaged or stolen while participating in club events or activities.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee applicable to agreements made and to be performed entirely within Tennessee. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

This Agreement may not be amended, modified, canceled, discharged, extended or changed except by an agreement in writing signed by the party against whom enforcement of any such amendment, modification, cancellation, discharge, extension or change is sought.

If any provision or if any part of any provision of this Agreement is found to be unenforceable, illegal or contrary to public policy by a court of competent jurisdiction, the parties agree that this Agreement shall remain in full force and effect except for such provision or part of any such provision held to be unenforceable.

Member represents that he or she is eighteen (18) years of age or older and legally competent to sign this agreement.

Member further understands that these terms are contractual and not a mere recital, and that member executes this document through their signature listed below.

Member Signature: _____

Member Printed Name: _____

Date Signed: _____