



# **1st Annual Local 150 District 2 Bike & Classic Car Run**

## **Sunday, June 10, 2018**

**Waiver and Release.** As a condition precedent and integral to the International Union of Operating Engineers, Local 150, AFL-CIO, the International Union of Operating Engineers, Local 150, 150A, 150B, 150C Building Corporation, the Local 150 Apprenticeship Skill and Improvement Program, the Local 150 Apprenticeship Fund, the William E. Dugan Training Center, and the IUOE Local 150 Food Bank Trust, Inc.'s (collectively the "Releasees") consenting to and authorizing the Rider, Passenger 1, Passenger 2, and/or Passenger 3 (individually "Releasor," and collectively referenced as the "Releasors") to register for and/or participate in the IUOE Local 150 District 2 Bike & Classic Car Run (the "Activities"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Releasors hereby agree(s) that they shall forever waive, release, absolve, indemnify, remise, discharge and hold harmless Releasees, their officers, directors, employees and agents (as applicable) as follows:

To the fullest extent permitted by law, RELEASORS, for itself or themselves, heirs, executors, insurers, successors and administrators assumes any and all risks associated with Releasors' PARTICIPATION IN THE ACTIVITIES, and unconditionally and voluntarily releases and waives any and all rights and claims that releasors may now, or in the future, have against the releasees and their respective subsidiaries, agents, employees, directors, TRUSTEES, officers, representatives, affiliates, successors and assigns, arising out of releasors' participation in the ACTIVITIES, and/or any related activities. releasors hereby fully releases and forever discharges releasees from any and all claims for injuries, death, damage or loss, whether bodily injury or property damage, which releasors may have or which may accrue from releasors' participation in THE ACTIVITIES, even if such liability may arise out of the negligence, carelessness or other conduct on the part of the releasees. releasors further agree(s) to indemnify and hold harmless and defend releasees from any and all claims, damages, liabilities and/or costs (including attorney's fees) arising out of, connected with or in any way associated with releasors' participation in the ACTIVITIES.

This Waiver and Release is intended to be as broad and inclusive as permitted by law, and if any portion hereof is invalid, it is agreed that the invalid portion shall be struck, and all other terms and conditions shall continue in full legal force and effect. This document is the entire agreement with respect to these matters and supersedes any previous or contemporaneous negotiations or agreements. Releasors agree(s) that no promise or inducement has been offered except as herein set forth, and that this document has not been executed based upon statements or representations by any person or entity other than those set forth herein. This Waiver and Release shall be governed by and construed under the laws of the state of Illinois without regard to conflicts of law principles.

The terms of this Waiver and Release are contractual and not a mere recital. Each Releasor represents that s/he has full authority to sign this Release and bind the Releasor to this Release.