



## CHAPTER MEMBERSHIP ENROLLMENT FORM AND RELEASE

Chapter Name: LOW COUNTRY CHAPTER #4774

Member Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Member Nat'l H.O.G. Number: \_\_\_\_\_

Expiration Date of National H.O.G.® Membership: \_\_\_\_\_

I have read the *H.O.G.® Chapter Charter* and hereby agree to abide by it as a member of this Dealer sponsored Chapter.

I recognize that while this Chapter is chartered with H.O.G., it remains a separate, independent entity solely responsible for its actions.

### THIS IS A RELEASE, READ BEFORE SIGNING

I agree that the Sponsoring Dealer, Harley Owners Group® (H.O.G.®), Harley-Davidson, Inc., Harley-Davidson Motor Company, my Chapter and their respective officers, directors, employees and agents (hereinafter, the **"RELEASED PARTIES"**) shall not be liable or responsible for injury to me (including paralysis or death) or damage to my property occurring during any H.O.G.® or H.O.G.® Chapter activities and resulting from acts or omissions occurring during the performance of the duties of the Released Parties, even where the damage or injury is caused by negligence (except willful neglect). I understand and agree that all H.O.G.® members and their guests participate voluntarily and at their own risk in all H.O.G.® activities and I assume all risks of injury and damage arising out of the conduct of such activities. I release and hold the **"RELEASED PARTIES"** harmless from any injury or loss to my person or property which may result from my participation in H.O.G. activities and EVENT(S). I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE THE **"RELEASED PARTIES"** FOR ANY INJURY OR RESULTING DAMAGE TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH, THE PERFORMANCE OF THEIR CHAPTER DUTIES IN SPONSORING, PLANNING OR CONDUCTING SAID EVENT(S).

### WAIVER OF RIGHTS UNDER STATE STATUTES

I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this Release and Indemnification Agreement including, but not limited to, Section 1542 of the California Civil Code which provides:

"A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor."

By signing this Release, I certify that I have read this Release and fully understand it and that I am not relying on any statements or representations made by the **"RELEASED PARTIES"**.

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

**RETURN THIS FORM TO YOUR CHAPTER**

## LOW COUNTRY H.O.G. CHAPTER #4774

### PHOTO / VIDEO / MEDIA / SOCIAL MEDIA / NAME AND CONTENT RELEASE WAIVER

In consideration of being permitted to participate in any event sponsored, promoted, or directed by the Low Country H.O.G. Chapter #4774 (sponsored by Low Country Harley Davidson), I, the undersigned, hereby authorize the Low Country H.O.G. Chapter, its sponsoring dealership, officers, representatives and affiliates, and their respective successors and assigns, those acting with its authority and those for whom it is acting (all hereinafter referred to as the "Authorized") to:

1. Use and permit to be used, my name, photographs and or video taken during rides and or events, social media post to include text, photographs and or videos, (either in whole or in part, or in conjunction with any other material and text matter as the "Authorized" may determine), for the purposes of advertising, publicizing, and or promoting in ever manner in all media past, present and/or future Low Country H.O.G. Chapter #4774 rides, events and/or activities, without further consideration, except where prohibited by law.
2. Identify my likeness or reproduction thereof in conjunction with any use mentioned above, either by my own name or by a pseudonym or other description.

By signing under the "Opt In" section below; I agree to the above and that any still or motion picture taken of me is owned and protected by the Low Country H.O.G. Chapter #4774, "Authorized" and may be used in materials, social media, new letters and other forms of publishing by the Low Country H.O.G Chapter #4774, "Authorized". If I should receive any print, negative, or other copy thereof, I shall not authorize its use by anyone else. I warrant that this authorization does not in any way conflict with any existing commitment on my part. Nothing herein will constitute any obligation by those authorized hereunder to make use of any of the rights set forth herein.

#### **Waiver must be signed by all Chapter Members Under Either "Opt In" or "Opt Out" Below**

##### **"Opt In" Agreed to Wavier/Release**

Chapter Member Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ National H.O.G. Member Number \_\_\_\_\_

##### **"Opt Out" Right of Refusal**

Under privacy rights policy any Chapter Member has the right to "Opt Out" of this Release/Wavier. If Opt Out Right of Refusal is chosen by any Chapter Member the below must be signed and recorded so that all reasonable efforts can be taken to not publish in any format to any source, that Chapter Member's photos, video or any form of media related to said Chapter.

Chapter Member Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ National H.O.G. Member Number \_\_\_\_\_

##### **Additional Member Information**

Biker Rewards Card Number \_\_\_\_\_

Date of Birth \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_