



Never Surrender, Inc.
Black Woods Blizzard Tour
Waiver and Release of Liability

Please read carefully before signing.

1. I wish to participate in the Black Woods Blizzard Tour (the "Activity") sponsored by Never Surrender, Inc. ("Sponsor").
2. My participation in the Activity is voluntary. I acknowledge that participating in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Such risks include: (1) minor injuries such as bruises and sprains; (2) major injuries such as joint or back injuries, broken bones, and head injuries; and (3) catastrophic injuries including paralysis and death. I assume any and all risks, both known and unknown, while participating in the Activity.
3. I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Sponsor has enacted preventative measures to reduce the spread of COVID-19. Sponsor, however, cannot guarantee that participants in the Activity will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by participating in the Activity.
4. To the best of my knowledge I have no physical or medical condition that would prevent me from participating in the Activity. I warrant that I do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19.
5. In consideration of being allowed to participate in the Activity, I understand and agree that neither Sponsor, Black Woods Group, Cirrus Aircraft and all other parties associated with the Activity (collectively referred to as "Other Parties") nor any person acting on behalf of Sponsor, may be held liable in any way for any event which occurs in connection with this Activity which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by Sponsor or any Other Parties.
6. I agree to comply with all rules related to the Activity including policies related to social distancing and personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the Activity, I will stop participating and immediately notify the nearest official.
7. I agree to defend, indemnify and hold harmless Sponsor or the Other Parties for any expense or liability Sponsor or any of the Other Parties may incur as a result of my conduct, actions or omissions while performing the Activity.
8. It is my express intent that this Waiver and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
9. I grant permission for the use by Sponsor of any photographs, motion pictures, recording, or any other record of my participation in this Activity for any legitimate purpose, without financial or other compensation or royalties.
10. If any court finds any portion of this Waiver and Release of Liability to be contrary to law, invalid, or unenforceable, the remainder of the Waiver and Release of Liability will remain in full force and effect.

11. I have read the above and understand the legal significance of signing this document.

Name (Please Print)

Street Address

Signature

City, State, Zip

Date

Certificate of Insurance

I have **attached a certificate of insurance**, stating that my insurance policy is in effect and contains minimum liability coverage of \$100,000.

Rules and Etiquette Acknowledgement

I have read and will adhere to the Ride Rules and Etiquette for the Black Woods Blizzard Tour.

I have read, understand, and agree to use, the universal hand signals during the Tour.

Hotel Accommodations

Name: _____

Wednesday and Saturday Hotel Reservations

- Please reserve me a room at a hotel Wednesday night, February 2, 2022
(all accommodations are double occupancy with another rider or volunteer).
- Please reserve me a room at a hotel Saturday night, February 5, 2022
(all accommodations are double occupancy with another rider or volunteer).
- I do not need accommodations on either Wednesday or Saturday.

Please initial _____
(I agree or decline a room based on the accommodations agreement.)

Preferences while on the tour

- I would like to share a room with _____.
- I understand **all rooms are double occupancy**; I don't have a roommate preference.

Misc. Notes

