

**Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC)**  
**WAIVER AND INDEMNIFICATION AGREEMENT**

All sections of this form **MUST** be completed and executed prior to any and all motorcycle rides and/or activities. A Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC) representative shall collect this form before any motorcycle ride and/or other activity. If you are under the age of eighteen (18), you must bring this completed form signed by your parent or guardian prior to any motorcycle ride or activity of any type or kind. If you fail to do so, you will **NOT** be allowed to participate in any motorcycle activities and/or rides of any type.

Participation of any and all motorcycle rides requires physical stamina, motor coordination, and mental alertness. As such, the undersigned to this Agreement hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance.

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**I. THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK,  
WAIVER AND COVENANT NOT TO SUE**

In consideration of Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC), including its owners, employees, officers, and/or agents, I agree as follows:

I fully understand and acknowledge that:

- (a) there are inherent dangers and risks of injury, damage, and/or death that exist in my use of motorcycles and motorcycle equipments, and in my participation in any motorcycle ride, race, or any other activity;
- (b) my participation in any such ride, race, activity; and/or, use of motorcycle equipment, may result in injury or illness, including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, other ailments that could cause serious disability or death;
- (c) these risks and dangers may be caused by my negligence and/or the negligence of others, including, but not limited to other vehicles, other motorcycles and/or their riders; and, may arise from foreseeable and/or unforeseeable causes; and,
- (d) by participating in any rides races, and/or any other motorcycle activity; or, motorcycle equipment, I, on behalf of myself, my personal representative and my heirs, hereby assume any and all risks as well as responsibility; and, I hereby agree to release J. Gish/K. Gish/Rockin G ESP Services, LLC for any and all injuries, losses and/or damages, including those that may be caused either solely or in part by the negligence of **J. Gish/K. Gish/Rockin G ESP Services, LLC** any other person, or equipment. If I use my own motorcycle in any ride, race, and/or any other activity, I also agree

that this release shall apply to any and all damage that may occur to it during any ride, race, or any other activity.

In executing this Agreement, I agree and fully understand that, on my behalf, my personal representative, and my heirs, I am fully relinquishing any and all rights that I may now have in the future to sue Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC) in any legal forum, in any jurisdiction, and/or in any location.

I fully and forever release Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC) from any liability to me, my personal representative, and my heirs for any and all injuries that I may suffer in any and all motorcycle rides, races, and other activities.

**I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW, I AGREE THAT IT IS MY INTENTION TO ASSUME ANY AND ALL RISKS. I HEREBY FOREVER RELEASE J. Gish/K. Gish/Rockin G ESP Services, LLC FROM ANY AND ALL LIABILITY FOR ANY AND ALL PERSONAL INJURY, INCLUDING DEATH; AND, ANY AND ALL PROPERTY DAMAGE.**

I have had the full opportunity to ask any questions about this Agreement, and I fully understand its intentions and contents.

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Participant Printed Name

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Participant Signature

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Signature of Parent or Guardian (if Participant is less than 18 years of age)

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Relationship

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Date

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**II. THIS SECTION IS AN INDEMNIFICATION AND  
HOLD HARMLESS AGREEMENT**

In consideration of Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC), including its owners, employees, officers and/or agents, in furnishing any and all services, equipment, and/or motorcycle to enable my participation in any ride, race, or other activity, I fully agree to the following:

I, on my behalf, my personal representative(s), and my heirs, fully agree to hold harmless, defend, and indemnify Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC) from any and all claim(s), suit(s), and/or cause(s) of action(s) for any and all bodily injuries, property damage, or any and all other damage which may arise, either directly or indirectly, from my use and/or participation in any and all motorcycle ride(s), race(s) and/or activity. This specifically includes any and all claims made and/or asserted by another person with regard to my own negligence or the negligence of Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC). This also includes any and all injuries, death, or damages resulting from any other person's negligence.

**I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. AND, BY SIGNING, I FULLY AGREE THAT IT IS MY INTENTION TO ACCEPT ANY AND ALL LEGAL RESPONSIBILITY FOR ANY AND ALL LOSSES, CLAIMS, AND/OR LEGAL ACTIONS OF ANY NATURE THAT MAY BE ASSERTED AND/OR INITIATED AGAINST Kyle and/or Justin Gish (also known as Rockin G ESP Services, LLC) THAT MAY ARISE FROM MY PARTICIPATION IN ANY AND ALL MOTORCYCLE RIDE(S), RACE(S) AND/OR ANY OTHER ACTIVITY.**

I have had the full opportunity to ask any questions about this Agreement, and I fully understand its intentions and contents.

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Signature of Parent or Guardian (if Participant is less than 18 years of age)

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Date

## MOTORCYCLE OPERATOR INFORMATION

Name: \_\_\_\_\_  
(First) (Middle Initial) (Last)

Address: \_\_\_\_\_  
(Street) (City) (Zip Code)

Daytime Phone: \_\_\_\_\_

E-mail address (if any): \_\_\_\_\_

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

### Emergency Contact:

\_\_\_\_\_  
(Printed Name) (Relationship) (Contact Phone Number)

I, \_\_\_\_\_, fully recognize and understand the risks involved in operating a motorcycle. I therefore completely acknowledge that risk by signing this *Waiver and Indemnification Agreement*.

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Signature of Parent or Guardian (if Participant is less than 18 years of age)

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Date