

PHAROAHS CAR CLUB OF ST. JOHN'S INC. - WAIVER OF LIABILITY

This Waiver applies to all Pharoahs Car Club of St. John's Inc. (hereinafter referred to as "Pharoahs-St. John's") club related activities, car shows, cruise-ins, meets, events and gatherings (hereinafter referred to as "Event(s)").

1. Risks Associated with Participation:

In consideration of being permitted to enter into or participate in any Event, I acknowledge and accept the Pharoahs Car Club of St. John's Inc.'s Waiver of Liability. I acknowledge and accept that participation in any event such as Club Events, Car Club Cruise-Ins, Car Shows, or other club-sanctioned Events may potentially be dangerous and that there are risks associated with my participation. Such risks and dangers include, but are not limited to, bodily injury, property damage, traffic accidents, collisions with pedestrians, vehicles, other drivers, and/or fixed or moving objects, and the negligence of other individuals or drivers. Further, I understand and accept that my participation in an Event can result in serious bodily injury and/or death to myself, or others. I further realize and understand that the route of an Event may or will require driving on public roadways, of which the hazards of driving or traveling are to be expected. I acknowledge neither this, nor any other Event sponsored by Pharoahs-St. John's, involves a speed contest or race wherein the Participant is awarded for being the "first to arrive at a destination, finish line, or complete an Event, such as a 'scavenger hunt.'" I acknowledge Pharoahs-St. John's Events are drug and alcohol-free events and Pharoahs-St. John's does not permit drug use or use of alcoholic beverages at any Pharoahs-St. John's sponsored or hosted event. Pharoahs-St. John's requires that your vehicle is adequately insured, and you obey all traffic laws on your way to, from, and when at an Event. Drive slow and safe when entering, parking, and/or exiting an Event area. Be respectful of others attending an Event, including, but not limited to, invitees, patrons, Event staff, volunteers, and adjacent neighbors. We do not permit "burn-outs" and displays of speed, power, or racing are strictly prohibited. If you use any type of awning, tent, or umbrella ensure it is properly secured in the event of sudden inclement weather/wind. We insist you use your best judgement and think safety first.

2. Assumption of the Risks:

With full knowledge and understanding of any and all known and unknown risks associated with my participation in the Event, I enter or participate in the Event voluntarily and fully accept and assume every such risk for loss, damage, or personal injury (including death). The risks described in paragraph one (1) above are by no means exhaustive and do not encompass all associated risks hereby assumed by Participant.

3. Release of Liability:

Upon booking and being permitted to participate in any Event, I hereby waive, release, and forever discharge, for myself, my spouse, children, heirs, guest(s), executors, administrators, and legal representatives, any part and all causes of action, suits, liability, rights, and/or claims which I have, may have, or may hereafter accrue by me against Pharoahs-St. John's, its officers, directors, employees, volunteers, consultants, agents, participants, invitees, licensees, and Event sponsors for any part of and all damages, personal injuries (including death), and/or claims which may be sustained by me or my vehicle, directly or indirectly, arising out of my participation in the Event.

4. Indemnity:

I hereby agree to release, defend, indemnify, and hold harmless Pharoahs-St. John's, its officers, directors, employees, volunteers, participants, consultants, agents, Event sponsors, invitees, and licensees, from and against any part of and all claims, causes of action, demands, damages, suits, liabilities, or actions arising directly or indirectly out of my actions, the actions of my guests, or otherwise from my participation in the Event.

I have read this Waiver, understand its terms, and acknowledge that I have done so freely and without inducement, coercion, or duress. I intend this waiver to be a complete and unconditional Release of all liability to the fullest extent allowed by law. I agree that, if any portion of this Waiver is held to be invalid, the balance of the Waiver shall continue in full force and effect.

PHAROAHS CAR CLUB OF ST. JOHN'S INC. - WAIVER OF LIABILITY is Available for Viewing & Downloading at:

<https://pharoahs-stjohns.com/waiver-of-liability/>