



# Arkansas MINI Owners Klub Liability Waiver and Release Agreement

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By participating in the Arkansas MINI Owners Klub, events, and meets, I represent that I am at least 18 years of age and have a valid driver's license and auto insurance, and agree to the Arkansas MINI Owners Klub's Constitution and Bylaws. A copy of the Constitution and Bylaws is available on AMOK's website at [motoringamok.com](http://motoringamok.com) or may be requested by e-mail at anytime and is the responsibility of the member to look up the documents on the web or request said documents. I further represent that I am not taking any drugs or medication, nor do I have any physical or mental limitations, which would interfere with my safe participation in the club or its events. I recognize that the operation of any vehicle is an inherently dangerous activity with a risk to damage or loss of or to the vehicle and serious injury or death to me and or my passengers that may be in the vehicle. I understand that these risks include, but are not limited to, road surface conditions, debris on roads, varying road widths, curves, other vehicles, pedestrians sharing the roadway, and the skills of other participants.

In consideration for being permitted to participate in the Arkansas MINI Owners Klub, I the undersigned on behalf of myself and my passengers, heirs, executors, administrators, assigns and legal representatives, agree and indemnify, defend and hold harmless Arkansas MINI Owners Klub and their representatives, individually and in the capacity indicated, from and against any and all damages, claims, suits, causes of action to and against a person and property, (including but not limited to attorney's fees) arising in connection with or related to my participation.

Furthermore, I assume all risk of injury and loss, waive and release any claim of damage and injury of any nature I might state against Arkansas MINI Owners Klub and their representatives, who assist in the capacity indicated, arising out of my participation.

I have been offered the opportunity to consult with any legal and/or other advisors of my choice before signing this Unconditional Waiver and Release, and I enter into freely and on behalf of myself and my heirs, successors, and assignees.

This Unconditional Waiver and Release shall be constructed under the laws of the State of Arkansas, and the exclusive venue for the resolution of all disputes pertaining to Arkansas MINI Owners Klub shall be in the appropriate municipal, state, or federal court, located closest to Little Rock, AR. Should the Release Parties need to retain counsel to enforce the provisions hereof, the prevailing party in any such action shall be entitled, in addition to any relief, to recover his, her, or it's attorney's and expert's fees.

I accept the Liability Waiver and Release Agreement.

## **I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE.**

- AGREE
- DISAGREE

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Signature

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Date