

**Ride For PKD Journey Across America 2022 Event  
RV Driver Waiver and Indemnity Agreement**

As a condition to my participation and/or my child's participation in any capacity in the Ride For PKD Journey Across America 2022 Event (the "Event"), I, \_\_\_\_\_ (Parent/Guardian to \_\_\_\_\_), agree to the following.

**1. Vehicle Safety and Insurance.**

a. I represent that: (1) I am fully competent to drive the Recreational Vehicle that I intend to drive during the Event; (2) I have a valid driver's license in good standing; (3) my license has not been suspended or revoked; (4) I have never been charged with (regardless of whether the charge led to a conviction) reckless driving, driving while intoxicated, vehicular manslaughter or any similar offense; and (5) I have the full legal right to possess and drive the Recreational Vehicle that I intend to drive during the Event.

b. I will: (1) follow all laws applicable to my driving of a Recreational Vehicle; (2) refrain from chatting, texting, phone-calling, emailing, or any similar activity while driving; (3) refrain from driving after consuming any quantity of alcohol, illegal drugs, or any drugs that could compromise my driving abilities; and (4) follow any other Event policies, guidelines, signage, and instructions related to driving Recreational Vehicles.

c. I will not allow anyone other than myself or a person who has signed a separate copy of this Agreement to drive the Recreational Vehicle that I will drive at the Event.

d. I have insurance for my use of the Recreational Vehicle during the Event, which would provide coverage for any damage I may cause in my capacity as a driver in the Event. I will provide proof of such insurance to PKD Foundation at least 60 days before the Event. I understand that PKD Foundation may exclude me from participating in the Event if, in its sole discretion, it deems my insurance or proof thereof insufficient.

**2. Agreement to Follow Policies.** I agree that I am personally responsible for my safety and actions and that of my child while participating in the Event. I agree to comply with all Event policies, guidelines, signage, and instructions and any mandatory health screenings. Among other things, I will not participate in the Event if I present any symptoms of COVID-19, and I will follow all social-distancing instructions. I also agree that, if I see a situation I believe to present a risk of injury or illness, I will bring it to the attention of Event coordinators and take appropriate measures to protect myself from harm. If my child participates in the Event, I will take steps to ensure that he/she also complies with this paragraph.

**3. Consent for Event Coordinators to Seek Emergency Medical Help.** I authorize Event coordinators to seek emergency medical help for me or my child if, in their sole discretion, they deem it appropriate.

**4. Recognition of Risks.** I recognize that participation in the Event exposes the participant to certain risks of injuries and illness. In particular, it presents a risk of falling, traffic accidents, heat exhaustion, dehydration, and contracting contagious illnesses, including COVID-19.

**5. Waiver of Liability.** With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, vendors and estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, and discharge PKD Foundation, Glenn Frommer, and Ride For PKD, and each of their board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all losses, liability, claims, demands, actions, or causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury (including death) that may be sustained by me or my child—whether caused by the negligence of the Released Parties, any third-party, or otherwise—in connection with the Event.

**6. Assumption of Risk.** I hereby assume the risk of me or my child dying, being injured, becoming ill, or contracting or transmitting COVID-19 while participating in the Event.

**7. Indemnification.** I agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, settlements, losses, and/or liabilities (including attorney fees) suffered by the Released Parties as a result of my or my child's actual or alleged acts or omissions. I further agree to indemnify and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, settlements, losses, and/or liabilities (including attorney fees) suffered by the Released Parties as a result of my or my child's actual or alleged transmission of COVID-19 while participating in the Event.

**8. Competence, Voluntariness, and Consideration.** I am at least 18 years old and competent to sign this agreement. My participation and my child's participation in the Event (including those associated with school events) is completely voluntary. I execute this document voluntarily and for adequate consideration.

**9. Governing Law.** This agreement shall be governed by and construed in accordance with Missouri law. No action, litigation or proceeding of any kind whatsoever in any way arising from or relating to this Agreement or my participation in the Event may be brought in any forum other Jackson County District Court or the U.S. District of Court for the Western District of Missouri. I waive any argument that such courts lack personal jurisdiction or are an inappropriate venue. I agree that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

**10. Severability.** If any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified only to the limited extent required to permit enforcement of this agreement as a whole.

**11. No Inconsistent Statements.** I hereby state that the Released Parties have made no oral representations, statements, or inducements inconsistent with this written agreement.

By signing below, I acknowledge and represent that I have read this agreement, understand it, and sign it voluntarily as my own free act and deed.

\_\_\_\_\_  
Participant and/or Parent/Guardian's Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature