

RELEASE AND WAIVER OF LIABILITY

(This document affects your legal rights. You must read and understand it before signing it.)

Participant's Name: _____ Date of Birth: _____ Age: _____

If under 18, see additional Parent or Guardian Waiver for Minors below:

I acknowledge that all activities and conduct relative to Off-Highway Vehicles, including All-Terrain Vehicles ("ATV's"), are inherently dangerous activities with the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, natural plant and animal life, facilities, temperature, weather, equipment, vehicles, traffic, remote location, actions of other people (including, but not limited to, participants, volunteers, spectators, club officers, guides and/or government agency officials), lack of nutrition, lack of hydration and failure to use ATV riding gear and apparel, including, but not limited to, a helmet, eye protection, chest protector and boots. These risks are not only inherent to participants but are also present for volunteers and spectators. I assume all of the risks of participating in and/or volunteering for such activities and events. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, provided or controlled by them or because of their possible liability without fault.

In consideration of my Membership and permitting me to participate in activities and events sponsored or in any way connected with the Jackson County ATV Club (Club), I hereby take action for myself, my executors, administrators, heirs, representatives, next of kin, successors and assigns as follows:

- (A) Acknowledge that my participation in any Club related activity is purely voluntary and no one is forcing me to participate in spite of the risks;
- (B) Acknowledge that I am solely responsible for determining, among other things, what equipment, supplies, vehicle and apparel I utilize while participating in any Club related activity;
- (C) Acknowledge that my participation in any ATV activity connected with the Club does not relieve me from obeying the laws of the land, including but not limited to, lands controlled by the Bureau of Land Management, Iowa Department of Natural Resources, County Conservation Commission, Corp. of Engineers, local sheriff's departments or public law enforcement officers;
- (D) WAIVE, RELEASE, AND DISCHARGE FOREVER FROM ANY AND ALL LIABILITY for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me, the Club, its agents, employees, managers, officers, directors, instructors, volunteers, members, successors and assigns (collectively "Releasees");
- (E) WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees from any and all rights, suits, actions, judgments, damages or costs, and claims, including claims arising from the Releasees' own negligence (except for claims arising as a result of Releasees' gross negligence or willful misconduct), that may result by reason of any and all damages which may be sustained by me, or by others as a result of my actions, directly or indirectly, in connection with or arising out of my participation in or association with a Club activity or event; and
- (F) CLUB MEMBERS CAN'T SUE CLUB MEMBERS.

I acknowledge that I am responsible for my own insurance protection.

This Release and Waiver of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. **I hereby certify that I have read this document and I understand its content.**

Signature (Required): _____ Date: _____

PARENT OR GUARDIAN WAIVER FOR MINORS (Under 18 years old): The undersigned parent or natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to release, save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever (collectively "Claims"), including all Claims of the minor and of the parents and guardians, which may be imposed upon the above Releasees because of any defect in or lack of capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. Dated as of the date stated above.

Signature of parent or guardian: _____ Relationship: _____