

ADULT RELEASE AND WAIVER OF LIABILITY AND IDEMNNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

Description and Location of Riding Trails/Track Facility

IN CONSIDERATION of being permitted to enter upon, be present at, or use the RIDING TRAILS/TRACK property (herein after referred to as the "premises") for any and all purposes and activities including, without limitation, the operation, engagement, racing (competitive or otherwise), or maintenance of any motorized mode of transportation, including without limitation, ATV's and motorcycles, any and all other activity incidental thereto, including without limitation the passive, casual or active observance of any of the aforementioned purposes and activities (hereinafter collectively referred to as the "Activities"), the undersigned, on behalf of the undersigned, the undersigned's personal representatives, heirs, nest of kin, and any and all other persons using the premises for the Activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

- Acknowledges, agrees and represents that immediately upon entering the Premises the Undersigned shall and shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
- Hereby releases, waives, discharges and covenants not to sue the owner of the Premises, any individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, their directors, officers, agents and employees (hereinafter referred to as "Releasees"), from all liability to the Undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, whether caused by the negligence of the Releasees or otherwise.
- Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the use of the Premises for the Activities whether caused by the negligence of the Releasees or otherwise.
- Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of related to the use of the Premises for the Activities whether caused by the negligence of the Releasees or otherwise.
- Hereby acknowledges that the Activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compound or increased by negligent rescue operations or procedures of the Releasees.
- Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and its intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand it's terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily and without inducement, assurance or guarantee being made to me and intend my signature to be complete, continuing and unconditional release of liability to the greatest extent allowed by the law.

RIDERS SIGNATURE

RIDERS PRINT

DATE

ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS