



Adult Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for _____ (print name of person participating with the Down & Dirty Offroad club), hereinafter referred to as "Participant".

Participant is over the age of eighteen years of age (18)

Participant agrees to this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for any purpose for which Participant participates with Down & Dirty Offroad club.

The term of this Agreement shall begin on _____, 20_____.
and continue in full force and effect from that date until _____, 20_____.

Participant in consideration for being permitted to participate with Down & Dirty Offroad Club to compete, officiate or observe based on the knowledge and understanding of the following for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he/she has read the rules and regulations of the off-road park and has signed a park waiver form if applicable. Participant also agrees that he/she will immediately upon entering any park RESTRICTED AREAS will leave the RESTRICTED AREAS and abide by all the off-road park rules.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Down & Dirty Offroad or the promoters, participants, or personnel thereof. All of the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. 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 EVENT(S) whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event(s) whether caused by the negligence of Releasees or otherwise.

_____ Participants initials

5. Hereby acknowledge that the activates of the event(s) are very dangerous and involve the risk of serious injury and/or property damage. Each of the Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. 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 is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
8. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
9. This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant(s) Over Eighteen (18) years of Age:

Signature of Participant

Date of Signature

_____ Participants initials