

Arizona ATV Riders, Inc. Annual Waiver of Liability, Assumption of Risk and Indemnity Agreement

I acknowledge that all activities and conduct relative to Off-Highway Vehicles, including ALL-Terrain Vehicles (“ATVs”), are inherently dangerous activities with the potential for death, serious injury and property damage. The risks include, but are not limited to those caused by terrain, natural plant and animal life, facilities, environment, traffic, other individuals, and the lack of proper safety attire to include, but not limited to helmet, eye protection, gloves, boots and chest protection. 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 of persons or entities being released, from dangerous or defective equipment or property being 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 by, or in any way connected with Arizona ATV Riders, Inc. (“AAR”), I hereby take action for myself, my executors, administrators, heirs, representatives, next of kin, successors and assigns as follow;

- A) I acknowledge that my participation in any AAR related activity is purely voluntary and I am not being compelled or otherwise forced to participate;
- B) I acknowledge that I am solely responsible for determining the equipment, vehicle, supplies, and apparel I utilize while participating in any AAR related activity;
- C) I acknowledge that my participation in any AAR related activity does not relieve me from obeying local, county, State, and Federal agency laws, rules and regulations, and respecting the rights of private property land owners.
- D) **I WAIVE, RELEASE AND DISCHARGE FOREVER FROM ALL LIABILITY FOR ANY AND ALL LOSS, DAMAGE, CLAIM OR DEMANDS** on the account of my death, personal injury, property damage, property damage, property theft, or actions of any kind arising out of or related to any AAR activity, which may hereafter accrue to me, AAR, its agents, officers, members, volunteers, participants, successors and assigns (collectively “Releasees”); and
- E) **I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND COVENANT NOT TO SUE** the Releasees and each of them from any and all loss, liability, suits, actions, judgments, damages, costs and claims, including claims arising from the negligence of all the Releasees or otherwise or claims that may result by reason of my actions, directly or indirectly, in connection with or arising out of my participation in or association with an AAR event or activity. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during an AAR activity or event. The undersigned expressly acknowledges that injuries may be compounded or increased by negligent rescue operations or procedures of the Releasees. I acknowledge that I am responsible for my own insurance protection. I understand that while participating in any AAR event or activity I may be photographed, and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by AAR and/or the photographer. The undersigned hereby agrees the this Release, Waiver or Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations, and it is intended to be as broad and inclusive as is permitted by the laws of the State in which the activity(ies) or 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. **I have read this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement, I 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 my signature to be a complete and unconditional release of all liability to the greatest allowed by law.**

NOTE: If participant is a minor (under 18 years old), The Parent or Guardian Annual Release, Waiver of Liability for Minors Form must be signed by the Minor(s) Parent or Legal Guardian.

Participant Printed Name	Participant Signature	Birth Date	Today’s Date