

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

I acknowledge, understand and agree that all activities and operations relative to the use of Off-Highway Vehicles (“OHVs”), including all types of All Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs), are inherently dangerous activities with the potential risk of 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, including AAR members and non-members; and the lack of proper safety equipment to including, but not limited to helmet, eye protection, gloves, boots and chest protection. I and my family assume all risks of participating in and/or volunteering for any AAR activities and events. I understand and agree that I hereby personally assume all risks of death, serious injury and property damage may arise from the negligence or carelessness of any persons or entities who are released from all liability under this Agreement, including risks to me or my family from dangerous or defective equipment or property owned, maintained, provided or controlled by any person, or me, or because of their possible liability without fault.

In consideration of my AAR Membership and by permitting me to participate in activities and events sponsored by, or in any way connected with Arizona ATV Riders, Inc. (“AAR”), I hereby agree, understand and acknowledge for myself, my family, my executors, administrators, heirs, personal representatives, next of kin, successors, and assigns as follows;

- A. I acknowledge, understand and agree 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, understand and agree 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 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 theft, or actions of any kind arising out of or related to any AAR activity, which may hereafter accrue to me, including the complete and unconditional release and discharge of AAR, its agents, attorneys, officers, directors, Members, volunteers, participants, Ride Leaders, successors and assigns (collectively “Releasees”); and
- E. **I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND COVENANT AND AGREE NOT TO SUE OR FILE ANY REGULATORY COMPLAINT OF ANY KIND AGAINST** the Releasees or any of them from any and all loss, liability, suits, actions, judgements, damages, costs and claims, including insurer subrogation claims, claims arising from the negligence of any of 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 appear advisable in the event of injury, accident and/or illness during any AAR activity or event. The undersigned expressly acknowledges that injuries may be compounded or aggravated 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 that 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 that this Release, Waiver of 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 I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

F. I agree, understand and acknowledge that it is my personal responsibility to have a policy of insurance in effect covering all liabilities that may be inflicted upon me (or my family) or that I may inflict upon any other person for personal injury, property damage or death to me or others relating to AAR activities. **I, FURTHER AGREE**, that if a claim of any kind accrues to me as a result of participation in any AAR activity that I shall not sue or otherwise initiate any regulatory or other legal action against the Releases, and in such event, I agree and understand that my sole resource for such loss shall be against my insurer or if such insurance coverage is not available, then I shall be solely responsible to bear the cost of any claim accruing to me or my family as a result of my participation in any AAR activity or event.

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