

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
OFFROAD DRIVING AND FOREST CAMPING ARE INHERENTLY DANGEROUS ACTIVITIES.
YOU COULD BE SERIOUSLY INJURED OR KILLED, OR INJURE OR KILL OTHERS. THIS IS A
WAIVER AND RELEASE. THIS DOCUMENT IS LEGALLY BINDING.

DO NOT SIGN IF YOU DO NOT UNDERSTAND AND AGREE

Event: Kelley Triple "Grill -n- Chill" Run August 2020 (collectively, the "event")

1. PARTICIPATING. In consideration of participating, assisting, helping, observing, attending, or acting in any purpose (collectively referred to hereafter as "Participating") related to the event, the undersigned participant (the "Participant"), for him/her-self, their personal representatives, heirs, assigns, and next of kin, acknowledges, agrees and represents that he/she has or will, upon commencing the event and continuously thereafter, inspect all portions thereof which he enters and with which he comes into contact, and assume responsibility to find and accept the areas as being safe and reasonably suited for the purposes of use, and assumes and accepts full and complete responsibility for their actions while in or around, before, during, after, or any way connected to or related with the event, and further agrees and warrants that if, at any time, he is in or about the areas and feels anything to be unsafe, he will immediately advise other participants of such and will take responsible and appropriate actions to ensure his own safety.
2. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the trail leaders, promoters, participants, sanctioning organizations or any subdivision thereof, officials, vehicle owners, drivers, sponsors, advertisers, each of them, their officers and employees, all for purposes herein referred to as "releasees," and hereby releases each of the foregoing from all liability to the undersigned, his personal representatives, assigns, heirs, agents, and next of kin for any and all damages, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned, is in any way participating, assisting, helping, observing, attending, or acting in any purpose related to the event.
3. PARTICIPANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost, including but not limited to attorneys fees and costs, that may occur due to the Participating of the undersigned in any way related to the event.
4. PARTICIPANT HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence, gross negligence, or otherwise, of releasees while the undersigned, is Participating in any purpose related to the event.
5. PARTICIPANT HEREBY AGREES AND ACKNOWLEDGES that acts by the releases in traveling to and at the event and/or "spotting" any vehicle does not expressly nor impliedly warrant the safety of the vehicle or its suitability to participate in this event.
6. PARTICIPANT voluntarily accept the risks stated herein and all risks of the event, stated or unstated.
7. PARTICIPANT DECLARES:
 - a. their vehicle entered is roadworthy, off-road worthy, and suitable for this event, and meets all legal requirements to operate on trails, off-road, on-roads, and highways, both paved, unpaved, maintained, and unmaintained.
 - b. they understand that driving is an inherently dangerous activity.
 - c. by participating in the event they are exposing himself to the possibility of serious injury or even death to their person and damage to their property.
 - d. they understands that no occupants of the vehicle, drivers or passengers, will consume alcohol, or drugs that impair one's ability to drive – whether legal or illegal, before or during driving activity.

DRIVER/PASSENGER SIGNATURE

DRIVER/PASSENGER SIGNATURE

Print Name

Print Name

Date

Date