



Assumption of Risk and Indemnity Agreement

In consideration of being permitted to participate in any way in the activities and events of the Rivergate Wheelers, Inc. and/or being permitted to enter upon, be present at and use the trails/premises where All Terrain Vehicles (ATV's) or other motorized activities and events are being conducted (hereinafter referred to as the "Premises") from the date hereof and for any and all dates thereafter, for any and all purposes and activities including, without limitation, the operation, maintenance, observation or use of ATV's or other motorized vehicles, or motorcycles (hereinafter referred to as the "Activities"), the undersigned, on his/her own behalf, and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the premises or participating in the activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

1. Acknowledges, agrees and represents that immediately upon entering the premises, the Undersigned shall, and shall continuously after, 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 and if necessary will leave the Premises and/or refuse to participate in the Activities.

2. Hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** Rivergate Wheelers ATV Club, Inc. and/or 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, the 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 or resulting in the death of the Undersigned arising out of related to the Premises or the Activities, **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 for any loss, liability, or cost that may incur arising out of or related to the Premises or the Activities **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 Premises or the Activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

5. Hereby **ACKNOWLEDGES 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 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 OF THE NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to board and inclusive as is permitted by the laws of the state, and that if any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in Hi legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND I HAVE GIVEN UP SUBSTANCIAL 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 EXTENT ALLOWED BY LAW.

Witness:

Print Name Here:

Signature:

Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

This is to certify that I, as Parent/Guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in the activities as provided above, even if arising from the negligence of the **Releasees**, to the fullest extent provided by law.

Parent/Guardian Signature:

Date:
