

AZ Desert Riders, LLC, Waiver of Liability, Assumption of Risk & Indemnity Agreement

Ride Name _____ Skill Level _____ Date _____

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 permitting me to participate in activities and events sponsored by, or in any way connected with AZ Desert Riders, LLC, 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 AZ Desert Riders, LLC, 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 AZ Desert Riders, LLC, related activity;
- C) I acknowledge that my participation in any AZ Desert Riders, LLC, 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 theft or actions of any kind arising out of or related to any AZ Desert Riders, LLC, activity which may hereafter accrue to me, AZ Desert Riders, LLC, it's agents, officers, directors, 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 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 AZ Desert Riders, LLC, event or activity. I hereby consent to receive medical treatment, which may be deemed advisable in the event of an injury, accident and/or illness during an AZ Desert Riders, LLC, 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 AZ Desert Riders, LLC, 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 the AZ Desert Riders, LLC, and/or the photographer. The undersigned hereby agrees to 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 or event is 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 or 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 extent allowed by law.

NOTE: If participant is a minor (under 18 years of age), the Minor(s) Waiver of Liability, Assumption of Risk and Indemnity Agreement for Minors must be signed by the Minor(s) Parents or Legal Guardians.

EACH PARTICIPANT MUST SIGN IN/OUT INDIVIDUALLY (NO SPOUSAL SIGNATURES ALLOWED)

| Participant Legal Name | Participant Signature | Cell Phone # | Emergency Phone # | Skill Level | Sign Out |
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FLIP OVER TO READ RIDE RULES & DEFINITIONS

AZ Desert Riders, LLC, RIDE RULES AND DEFINITIONS

****SAFETY****

All members and guests are responsible for their own safety. The AZ Desert Riders, LLC, and/or Officers & Directors are not responsible for an individual's unsafe behavior.

By signing this document, I agree to follow the instructions of the Ride Coordinator/Trail Director on all trail rides. The ride leaders have ultimate authority. **All participants must sign out on this sheet at the completion of the ride or when leaving before the ride completion.**

Riding in illegal areas, damaging natural resources or disruptive behavior will not be tolerated.

No alcohol or controlled substances will be allowed on any ride. Non-compliance may result in your expulsion.

Helmets and flags are not required, *but are highly recommended.* Minors must wear a DOT approved helmet.

Headlights shall be on for rider safety. The Ride Coordinator/Trail Director will utilize the cone system, but each rider is responsible for the rider behind him and must pause at each intersection or fork until the rider behind clearly sees where to proceed. Never wave other riders or the tail gunner on past you if you stop or break down, without notifying them of the reason you are stopped.

If a participant gets separated or lost, he/she should stop and wait or return to the last known trail intersection.

In compliance with Arizona OHV Laws, ATVs/UTVs/OHVs carrying passengers in excess of factory design will not be allowed to participate in AZ Desert Riders, LLC, rides.

****DEFINITIONS****

- A. **ADVANCED RIDERS:** Must be willing and able to go up and down steep hills, traverse side hills, ride over rocky and rough trails and travel at least 25 mph, at times. Trails may be challenging, but fun and scenic.
- I. **INTERMEDIATE RIDERS:** Must be willing and able to ride moderately rough trails, travel sandy washes, cross washes, go up ditch banks and travel at least 20 mph, at times. Trails will be fun and scenic.
- B. **BEGINNER RIDERS:** Will not be required to negotiate steep hills. Must be willing to travel and cross sandy washes. Trails will be fun and scenic.

Trail Directors _____

Mileage _____ **Hours** _____ **# Of Vehicles** _____ **# Of Riders** _____

Trail Maintenance/Monitoring

Trash Picked-up: YES NO Trail Cleared/Repaired YES NO Water Catchment Issues YES NO

Comments: _____

Of People _____ X Total Time Worked _____ = Total Man Hours _____

RUN SHEET MUST BE SUBMITTED TO RIDE COORDINATOR UPON COMPLETION OF RIDE