

Waiver and Release of Liability Assumption of Risk and Indemnity Agreement

In consideration of permitting me _____

to participate in _____ event Conducted by, _____

in the County of, _____ and State of CA,

on the th day of _____ 2010, for myself, my personal representatives, heirs and next of kin:

HEREBY acknowledge that **Backcountry DRIVING IS A POTENTIALLY DANGEROUS ACTIVITY** and involves the risk of serious injury and/or death and/or property damage. **I FURTHER ACKNOWLEDGE** that driving in the backcountry may cause damage to my vehicle. **I UNDERSTAND** that the driving activities may be conducted at a site that is remote, either by time or distance or both, from medical facilities.

HEREBY RELEASE, WAIVE, DISCHARGE AND AGREE NOT TO SUE _____ or any of the sponsors, land owners or volunteers, or any of its officers, instructors, agents or employees (the Releases') **FROM ALL LIABILITY TO MYSELF**, my personal representatives, assigns, heirs, and next of kin **FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH, NOW AND FOREVER, ARISING OUT OF OR RELATED TO PARTICIPATION AND/OR INSTRUCTION IN SAID ACTIVITIES, OR ANY OTHER RELATED DRIVING OPERATIONS THAT MAY OCCUR, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, now and forever, arising out of or related to participation and/or instruction in said activities, or any other related driving operations, whether foreseen or unforeseen and whether caused by the negligence of the Releases' or otherwise, **I HEREBY SEPARATELY** agree to **INDEMNIFY** and **SAVE** and **HOLD HARMLESS** the Releases' from any loss, liability, damage or cost that they may incur, now and forever, arising out of or related to participation and/or instruction in said course, activities, or any other related driving operations, whether caused by the negligence of the Releases' or otherwise.

HEREBY acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES** and agree that this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releases', **INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as permitted by the laws of the Province or State in which the activities 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 Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, 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.

Driver's Name _____
Date _____ (PLEASE PRINT) (SIGNATURE REQUIRED)

Passenger's Name _____
Date _____ (PLEASE PRINT) (SIGNATURE REQUIRED)

Driver's License Insurance Witness _____ Date _____