

ROCKS & VALLEYS OFF ROAD FACILITY ENTRY ON TO PREMISES
CAUTION – READ BEFORE SIGNING
RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

In consideration of receiving permission to enter on the premises of this off road facility or to participate in any activity within the perimeters of this off road facility in any capacity, including but not limited to driver, rider, spectator, or attendant, and with the understanding that my entry upon the premises of this off road facility is voluntary and conditioned on my/our voluntarily entering into this release, assumption of risk, and indemnification agreement for myself and my heirs and assigns, I/WE enter into this agreement whereby each of the undersigned hereby releases, waives all claims, assumes all risk, indemnifies and forever discharges Rocks & Valleys, its subsidiaries, officers, employees, agents, directors, servants, affiliated organizations and licensees from every and all claims that may result from my being within the perimeter of this off road facility, whether such claims arise from my participation as a driver, rider, spectator, being inside of a vehicle or outside of such vehicle, and each of the undersigned further understand that this release includes the release and indemnification from negligent acts of omission or commission of Rocks & Valleys, its agents, employees, directors, shareholders or otherwise.

I assume the inherent and extraordinary risk involved in the activities associated with extreme off road vehicle events, and in any other activity connected with this facility/event in which I may voluntarily participate. I expressly assume the risk of and accept full responsibility for any and all injuries (including death, and paralysis) and accidents that may occur as a result my being on the premises and/or from my participation in this event and release from liability Rocks & Valleys, and affiliated organizations and their respective agents, directors, officers, and employees, from any and all claims.

I waive any claim I may later have as a result of any and all injuries to my person or property as a result of my participation in the event, my use of and/or condition of my vehicle or equipment, and any other activities connected with voluntary entry upon this facility and/or participation in extreme off road activities.

I agree to indemnify against liability all persons and affiliated organizations and their respective agents, directors, officers and employees for all claims, including attorney fees and costs, that may be brought against any of them by anyone claiming to have been injured as a result of my participation in this event or for any injury to me or my property that may occur as a result of my entry upon the premises of this facility or participation in this event.

I certify that the vehicle/machine/equipment I bring to this facility is/are lawfully registered, inspected and insured and that I have no knowledge of any condition that might render the vehicle/machine/equipment unsafe in any way. I also certify that I am physically and mentally healthy and have no conditions that will put me or other persons at risk while participating in any activities scheduled or unscheduled at this facility. I further certify that I will use the vehicle/machine/equipment in a manner of its intended use and in compliance with all rules and regulations of this facility and state and federal laws. I have read and understand the facility rules and regulations.

I understand that participating in off road vehicle events is a physical sport and that physical injury or death may result from, including but not limited to, vehicle rollovers, flying debris, falling debris, collisions with natural objects or other vehicles and defective vehicles or equipment, which could include my vehicle or the vehicle of another participant who has entered the premises. I certify that I am in good physical condition to participate in extreme off road events. I have read and fully understand this release and I am of lawful age and legally competent to make this agreement.

For entry of persons under the age of eighteen a parent or guardian must also sign this release and the attached parental indemnification agreement.

Signature of Participants: (ALL PARTICIPANTS MUST SIGN BELOW)

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

Parent or Guardian's Signature: (Parent or guardian must also sign the attached indemnification agreement)

I certify that I have read the above release and that I am the lawful guardian or parent of the following participant

Print name of participant:

Parent or Guardians signature:

_____ Participant # _____

_____ Participant # _____

_____ Participant # _____

_____ Participant # _____

INDEMNIFICATION AGAINST LIABILITY

In consideration of allowing my child to enter upon Rocks & Valleys property and to enter its off road facility and/or participate in off road activities upon the premises, I agree to indemnify against any and all liability and/or loss, what so ever in nature, Rocks & Valleys, its affiliated organizations, directors, shareholders, officers, employees and agents, from any and all liability or loss that they may sustain as a result of claims, demands, costs, or judgments arising from my child or children's being upon the premises and/or participation in this extreme off road activities event.

I certify and warrant that I am the legal guardian or parent of (name of child) _____, that he or she is in good physical condition that would permit his or her participation in a physical sport. I understand that the extreme off road activities are a physical event and that my child may suffer a physical injury (including death) as a result of his or her entry upon the premises and/or participation in the event. I agree to hold Rocks & Valleys, its affiliated organizations, directors, shareholders, officers, employees and agents harmless from any liability and/or losses that may occur or result from my child's entry upon the premises and/or participation in the extreme off road activities.

I have read and fully understand the indemnification agreement and I am aware of the inherent dangers of allowing my child to enter the facility and/or participate in these activities and I sign this agreement freely and of my own accord.

Parent or Guardian signature:

Date: _____

Print Name: _____

Address: _____

Telephone Number: _____