



## **PARTICIPANT AGREEMENT, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

***(Instructions: Please complete this form and return to Family Off-Road Adventures @: 209-939-0628 (fax) or [benjamin@familyoffroadadventures.com](mailto:benjamin@familyoffroadadventures.com) (email). This completed form must be on file with FORA or you will not be allowed to participate in the event.)***

In consideration of the services of the Staff, Sponsors, Partners, Vendors and Venues of Family Off-Road Adventures LLC, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FORA"), duly acknowledged and received, I hereby agree to release, indemnify, and discharge FORA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I ACKNOWLEDGE fully understand that hiking, camping, 4-wheel drive exploration and motorcycle riding (collectively - "Programs" organized by FORA) involve known, unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated. These risks include, among other things: slipping and falling, loss of control of machine, falling objects, water hazards; exhaustion, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration, exposure to potentially dangerous animals, insect bites, hazardous plant life, equipment failure, improper use of equipment by others and improper lifting or carrying.
2. FORA always seeks safety as a first goal. THEREFORE, I UNDERSTAND that I must know my own capabilities and take full responsibility for not exceeding my limitations in the participation, practices and Programs organized by FORA. I take full responsibility for consulting medical doctors in evaluation of my mental and physical capabilities before participating or training for such Programs. I accept full responsibility for selecting the appropriate level of protective gear, protective footwear and supplies for the Programs and for the intensity and duration of the Programs and for any injury that I might experience when participating in such activities. I ACKNOWLEDGE that no specific benefits or results have been promised or assured me resulting from my participation in any of the FORA's organized Programs or activities.
3. My participation in any activity is purely voluntary, and I elect to participate in spite of the risks both known and unknown to me. I UNDERSTAND that I am responsible, before such Programs risks and related activities, to advise FORA and their representatives of any injury or medical condition that might affect my participation in such Programs, and obtaining appropriate medical releases and treatment prior to my participation. I acknowledge my responsibility to inform FORA immediately of any injury or medical condition that may occur during my participation in such activities and, in the event of any injury or accident, consent to FORA obtaining appropriate medical releases and treatment on my behalf as reasonably appropriate.
4. I HEREBY freely and voluntarily assume any and all risks, risk of injury or physical discomfort, loss or damage associated with my participation in such Programs and related activities. I agree to protect, indemnify and save harmless FORA and their authorized agents and representatives from and against any and all expenses, damages, claims, suits, actions, judgments, fees and costs whatsoever, including reasonable attorneys' fees and costs, witness fees and per diem, relating to or arising out of, or in any way connected with, actions, willful or negligent acts or omissions of FORA, or its agents, employees, contractors, directors or members/managers or any claim or action for personal injury, death, or other cause of action involving participant. FORA shall be given prompt notice of any such action or claim.
5. I HEREBY waive and release any claim(s) that I, or any third parties acting on my behalf or on their own behalf, may have at any time, now or in the future, for any physical, psychological and/or monetary injury, against FORA or any of its agent(s), and/or representative(s) in any way involved therewith with the above-mentioned activities.
6. I certify that I have adequate insurance to cover any injury or damage to myself or others I may cause or suffer while participating or I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical, physical or psychological condition I may have.



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7. In the event that I file a claim against FORA, forum shall be in the state of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that State. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have carefully read and fully understand this Agreement and Release and accept the stated terms and conditions. I have been given the opportunity to ask questions and/or consult an attorney and/or medical professional of my choice prior to signing this document.

### Code of Conduct Guidelines:

As a participant in a FORA event, I agree to conduct myself in a manner that is consistent with the following guidelines: I will respect fellow participants and community by observing quiet time after 10PM and until 7AM. I will not operate my motor vehicle while under the influence of mind or perception altering substance. I will wear a full coverage helmet and full protective riding gear, full-fingered gloves and protective riding boots any time my motorcycle is in motion. I agree to be polite and respectful of the people around me even when they are not polite or respectful to me and I take full responsibility for my actions.

- All participants & spectators are expected to be ready, willing and able to self-rescue in the event of an accident or mechanical break-down. FORA will, to the best of its ability, attempt to notify the person I have listed on my Registration Form as my Emergency Contact, or upon my request, will marshal emergency services on my behalf. If FORA or any participants are willing and able to offer evacuation or vehicle recovery they may do so but is neither required nor guaranteed. In the event I accept evacuation or recovery, I understand that any person offering such aid acts as a Good Samaritan and may not be held responsible for any injury or damage suffered as a result of their assistance. If emergency services are initiated for any reason on my behalf, I agree and understand that payment for such emergency services is my sole responsibility.
- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit or claim against FORA.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City State Zip

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Completed for participants under the age of 18).

In consideration of: \_\_\_\_\_ (print minor's name) ("Minor") being permitted by FORA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FORA from any and all claims which are brought by, or on behalf of the above named Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_