



4x4bend

LIABILITY RELEASE AND ASSUMPTION OF RISK

Initial Each Paragraph in the Margin If You Understand and Agree

Please read carefully and fill in all blanks before signing. If you do not understand ANY language included here, ASK for an explanation.

I, _____, HEREBY DECLARE THAT I AM A VOLUNTARY PARTICIPANT IN THIS ACTIVITY AND, IF I WILL BE DRIVING A VEHICLE DURING THE ACTIVITY, THAT I AM A LICENSED DRIVER. I FURTHER AFFIRM THAT I AM AWARE THAT OFF-ROAD DRIVING – AS A DRIVER AND PASSENGER – HAS INHERENT RISKS THAT MAY RESULT IN SERIOUS INJURY OR DEATH.

I understand and agree that 4x4Bend., nor any of their respective volunteers, officers, agents, or assigns (hereinafter referred to as “Released Parties”), may be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of product liability or the negligence of any party, including the Released Parties, whether passive or active.

I understand that driving off-road involves certain inherent risks, including but not limited to, death, dismemberment and injury. Off-roading injuries can occur that require treatment by Emergency Medical Services (EMS) or in a hospital. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from EMS services and a hospital. I still choose to proceed with such activity in spite of the possible absence of EMS assistance in proximity to the production/activity site.

I declare that I am in good mental and physical fitness for off-road driving and participating in strenuous activity. I am not under the influence of alcohol, nor am I under the influence of any drugs that are contrary to safe off-road driving or decision making. If I am taking medication, I declare that I have seen a physician and have approval to drive while under the influence of the medication/drugs.

I understand that off-road driving and being in a natural/remote environment is physically strenuous and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, etc., that I assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will completely inspect my vehicle prior to this activity. I will not hold the Released Parties responsible for my failure to prepare and inspect my vehicle prior to off-road driving during instruction or touring.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with any off-road driving for any harm, injury or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

(Continued on Reverse Side – Turn Over)

I declare that I carry appropriate auto and towing insurance to cover my personal vehicle that I will be driving during this activity. I also understand and agree that it is my responsibility to ensure the insurance coverage is adequate and specific to off-road driving and that I am solely responsible for any deductible required should my vehicle be damaged.

I further save and hold harmless said activity and Released Parties from any claim or lawsuit for personal injury, property damage, or wrongful death, by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties.

I, _____, BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE 4X4BEND, AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MY HEIRS AND MYSELF.

Driver's/Passenger's Signature

(Day/Month/Year)

Signature of Parent or Guardian (where applicable)

(Day/Month/Year)