

**OUTDOOR ADVENTURE USA, LLC RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

1. The undersigned, each hereinafter referred to as Releasor, hereby acknowledges that he and/or she , or on behalf of minor children for whom said person is the parent or guardian, has voluntarily requested to participate as either a driver, passenger or spectator, during the event known as Summer Fest (hereinafter sometimes referred to as the Event). Releasor understands and recognizes that there are above normal risks and inherent hazards associated with off road driving and camping. Despite careful and proper preparation, equipment inspection, instruction, medical advice and mental and physical conditioning, there are still substantial risks of property damage and the possibility of serious injury including (but not limited to) death, head/brain injury, cervical spine injury (including quadriplegia), paralysis and mental trauma. Releasor further acknowledges that not all hazards and dangers can be foreseen, which by example include, but is not limited to, such things as unfamiliarity with the land, adverse terrain and weather conditions, surface hazards, brush, thorns, trees, manmade and non manmade objects, rock slides, submersion in water, hitting visible or hidden fixed objects, excessive speed, riding too fast for conditions, failure to wear protective gear, mechanical malfunction, equipment failure, losing control of vehicle, vehicle collision, vehicle roll over and inexperienced drivers.
2. Now Therefore in consideration of the permission granted to the Releasor to participate in all activities during Summer Fest, Releasor hereby waives any and all claims against and releases Outdoor Adventure USA, LLC, their members, officers, directors, agents, servants, employees, and licensees, hereinafter individually and collectively referred to as Releasees, of and from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any and all loss, damage, or personal injury that may be sustained by Releasor, or to any property of Releasor while en route to or from the Event, or while participating in any activity of the Event, including all off roading activities, camping or any activity involving motor vehicles.
3. This release, Waiver of Liability, Assumption of Risk and Indemnity Agreement (collectively sometimes referred to as the Agreement) shall be binding upon the successors, heirs, next of kin, executors, administrators, personal representatives, powers of attorney, health care representatives, and guardians of each of the undersigned. If Releasor is a minor, this release shall be binding upon the minors parents, guardian, or next of kin.
4. Releasor hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any claims or demands, loss, liability, damage, or cost they may incur arising out of or related to the Event whether caused by the negligence of the Releasees or otherwise.
5. Releasor hereby assumes full responsibility for any risk of bodily injury, any bodily injury, death or property damage arising out of or related to the Event whether caused by the negligence of Releasees or otherwise.
6. Releasor hereby agrees that, to the extent permitted by the laws of the State of California, this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and the recommendations, instructions or directions, which may be offered to Releasor, while driving his/her motor vehicle at the Event. This agreement also extends to any risk evaluation or loss control advice, recommendation or information which is offered to Releasor during the Event.
7. This agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California. In the event that one or more of the provisions, sections, or words contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision, sections, or words had never been contained in it.
8. This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement. No changes to this agreement are valid unless in writing and signed by all parties.

CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS, WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.

I have read this release, waiver of liability, assumption of risk and indemnity agreement, I fully understand its terms and conditions, I understand that I have given up substantial legal 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, absolute and unconditional release of all liability to the greatest extent allowed by law.

Signatures of ALL adults in vehicle:

Signature_____	Age _____	Printed Name_____	Date: _____
Signature_____	Age _____	Printed Name_____	Date: _____
Signature_____	Age _____	Printed Name_____	Date: _____
Signature_____	Age _____	Printed Name_____	Date: _____

Printed name and ages of any minor children participating in the Event for which above Parent or Guardian is signing:

Name: _____	Age: _____	Name: _____	Age: _____
Name: _____	Age: _____	Name: _____	Age: _____

Driver of each vehicle represents and warrants the following:

1. I possesses a current and valid California Drivers License and that there are no restrictions, suspensions or limitations which prohibit, at any time during the Event, the operation of a motor vehicle on public roads, trails or highways;
2. The motor vehicle which I will be operating during the Event, is in full compliance with California Law, including, but not limited to, insurance requirements, and registration.
3. That the motor vehicle that I will be operating during the Event is street legal and that all legally required systems are in good and operable condition including, but not limited to, lights, brakes, steering, and other components.
4. I will not operate any motor vehicle during the Event while under the influence of any substance, including alcohol or drugs.

Signature: _____	Printed name: _____	Date: _____
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