

River City Dirt Riders Membership
RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Release”)
By signing this agreement you will waive certain legal rights, including the right to sue
PLEASE READ CAREFULLY

For the purpose of this Release:

“**Released Parties**” means River City Dirt Riders (“RCDR”) and the owner of the property where Riding Activities are conducted. This includes the Released Parties’ members, directors, officers, agents, employees, volunteers, partners, heirs, personal representatives, successors, assigns, inspectors, surveyors, consultants, sponsors, facility operators and affiliates.

“**Releasor**” means the adult participant(s) signing this Release as well as minors identified in the Release for whom the Releasor is a parent or guardian; as well as their heirs, successors, personal representatives, agents, successors and assigns.

“**Riding Activities**” means sports involving a motor vehicle propelled by other than muscular power, including but not limited to, dirt bike riding, dual sport riding, four wheeling whether conducted on private land, public land, or roadways. It also includes activities ancillary to Riding Activities, such as parking, camping, loading and unloading vehicles and gear as well as social activities of RCDR such as Christmas party, summer picnic etc.

In consideration for the opportunity for participation in the Riding Activities of RCDR and/or utilization of facilities leased or owned by RCDR, Releasor understands and agree to this Release and to the terms hereof as follows:

1. Riding activities are dangerous

Releasor understands that Riding Activities is an action sport subject to accidents, injury and even death of participants. Riding Activities have inherent dangers, both obvious and/or hidden dangers, whether natural or man-made including but not limited to, trees, tree limbs, fence posts, pot holes, rocks, brush, and other dangers that no amount of care, caution, instruction, inspection or expertise can eliminate. Releasor understands that he/she may suffer broken bones, internal and external injuries, paralysis, fatal injury as well as the loss or damage to personal property while participating in Riding Activities.

Initial here _____

2. Releasor assumes risk

Releasor expressly and voluntarily assume all risk of death or personal injury or other forms of damage sustained while participating in Riding Activities whether or not caused by the negligence of the released parties

Initial here _____

3. Releasor releases and discharges

Releasor releases and discharges Released Parties from any and all liability, claims, demands, loss or damage, or causes of action for injuries, loss of life, damage to, or loss of property and all forms of damage arising out of Releasor’s participation in Riding Activities, included but not limited to, injuries to the person or property or death of the Releasor whether or not arising out of the negligence of the Released Parties, including the performance or lack thereof of rescue operations and/or procedures.

Initial here _____

4. Releasor will not sue

Releasor or his/her estate or any other representative will not sue or otherwise make a claim against the released parties for damages or other losses sustained as a result of participation in Riding Activities. Releasor indemnifies and holds the Released Parties harmless from all claims, judgement and costs, including attorney’s fees, incurred in connection with any action brought against them, jointly or severally, as a direct or indirect result of participation in Riding Activities.

Initial here _____

5. Releasor responsible for damages to others

Releasor agrees to operate all equipment in a reasonable and safe manner so as to not endanger the lives of persons or the property of others. Releasor takes full responsibility for and holds harmless hold harmless the Released Parties for any injury, death or property damage that the Releasor may cause while participating in Riding Activities.

Initial here _____

6. Signing and validity of Release

Releasor represents and warrants that he/she is at least eighteen years of age and has full authority to sign on behalf of the minor(s) identified in this release (i.e. that he/she is the parent or guardian of the minor(s)). Releasor intends this Release to be as broad and inclusive as permitted by the laws of the United States of America and the State of Florida. If any portion hereof shall be deemed invalid, the balance shall continue in full force and effect. This Release shall be continuing in full force and effect as long as Releasor engages in Riding Activities in any way connected with the Released Parties. This Release reflects the full understanding of this agreement, and no statements, promises, or inducements not contained in this document shall be binding.

Initial here _____

I have read this Release and fully understand its contents. I sign of my own free will and I agree to be bound by it.

Signature of Releasor _____

Printed name of Releasor _____

Signature of Releasor (spouse) _____

Printed name of Releasor _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Address _____

Telephone number _____ email address _____