

## **AREA BFE**

### **RELEASE OF LIABILITY, PROMISE NOT TO SUE, ASSUMPTION OF RISK, AGREEMENT TO PAY CLAIMS, AND PERMISSION TO PHOTOGRAPH/RECORD**

**In consideration of receiving from AREA BFE permission to enter upon the premises of this off road facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a lessee of machinery and equipment, driver, mechanic, owner, attendant, participant, spectator, bystander, child, spouse, relative or in any other capacity, in any off road driving, as either a lessee, driver, passenger or spectator, riding or race held at these premises, each of the undersigned hereby releases AREA BFE (the Area BFE Parties), and their officers, directors, agents, servants, employees and licensees and any licensed promoter, and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including paralysis and death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned, including leased property, while in, on, or upon these premises, or any premises leased to, owned by, sanctioned by, or under the control or supervision of AREA BFE, or en route to or from these premises, or any other premises owned, leased to or under the control or supervision of AREA BFE which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees.**

**Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching any of the events, races, or driving held at said premises, hereby elects voluntarily to enter upon said premises, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time that each of the undersigned is upon the same premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of AREA BFE and their officers, directors, agents, servants, employees and licensees.**

I certify that the vehicle/machine 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 unsafe in any way. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activities, scheduled or unscheduled, as herein described. Furthermore, I certify that I will use the vehicle/machine in the manner that the machine was intended for use.

**The undersigned hereby agrees to indemnify and hold harmless the Area BFE Parties and each of them from any loss, liability, damage or cost they may incur arising out of or**

**related to the event(s) whether caused by the negligence of the Area BFE Parties, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses.**

This release shall be binding upon the undersigned, their heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

I make this agreement for myself, and for my minor child(ren) if applicable (collectively, my "**Child**"). This agreement is in consideration of my Child and me being permitted to participate in some or all of the following activities (as defined below) as part of any event(s) coordinated by Area BFE (the "**Events**"):

- Trail riding/Wheeling
- Camping
- Vendor Shows
- Use of any Area BFE equipment, including, but not limited to, tents, fridges, battery boxes
- other similar, related and ancillary outdoor recreation and stewardship activities.

These activities are referred to as the "**Activities**." Based on this consideration, I hereby agree as follows:

I am 18 years or older. I represent that I am the parent or legal guardian of my Child and have authority to enter into this agreement on behalf of my Child.

I understand that this agreement applies to all activities my Child and I may participate in during the Event, including Activities.

My Child has no existing medical condition that could worsen or result in further injury (to my Child or to others) as a result of my Child's participation in the Activities. I have no existing medical condition that could worsen or result in further injury (to myself or to others) as a result of my participation in the Activities.

I am aware of the inherent risks associated with my Child's and my participation in the Activities, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my Child's, my own, or others' actions, inaction, or negligence, conditions related to travel, or conditions of the location of the Activities, and those dangers and conditions which are an integral part of the Activities, including, but not limited to:

- changing weather conditions

- surface or subsurface conditions such as bare spots, forest growth, rocks (including loose rock and rock fall), stumps, streambeds, cliffs, trees and other natural objects
- variations and steepness in terrain, whether natural or as a result of design operations, and other terrain modifications, and all other constructed and natural features
- dangerous or unsafe litter or debris, including sharp or heavy objects, broken glass, razor blades, syringes, hazardous household products, dead animals, condoms, all unlabeled jugs, bottles and drums
- the potential for equipment failure, including as a result of human error
- impact with structures and their components such as signs, bridges, posts, fences or enclosures, hydrants, or water pipes
- collisions with other participants or equipment used by other participants in the Activities
- the failure of a participant in Activities to participate within the participant's abilities
- the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others

I understand these risks include those related to food or alcoholic beverages prepared at the Event or at another location for consumption during the Activities. **Nevertheless, I assume all related risks, both known or unknown to me, for my Child and for myself as a condition of my Child and me being permitted to participate in the Activities.**

For my Child, for myself and my spouse, and for my and my Child's heirs, successors and assigns, **I release the Area BFE Parties from liability from, and promise not to sue any of the Area BFE Parties for, any and all claims, including claims of the Area BFE Parties' negligence,** resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss my Child or I may suffer because of my Child's or my transportation to or from, or participation in, the Activities, including but not limited to those caused by or in any way related to food or alcoholic beverages prepared at the Event or at another location for consumption during the Activities.

I agree to **hold the Area BFE Parties harmless** from any and all claims, including attorney's fees, personal injury, or damage to my Child's property or my property, as a result of my Child's or my transportation to or from, or participation in, the Activities. If the Area BFE Parties incur these types of expenses, I agree to indemnify and reimburse the Area BFE Parties.

For my Child and myself, I give permission to the Area BFE Parties to take pictures and record and tape my Child's and my participation in the Activities. For my Child and myself, I agree that the Area BFE Parties may use, copyright, sell, distribute, edit, exhibit and reproduce such pictures and recordings of my Child and/or me as a participant in the Activities on promotional materials published and used by the Area BFE Parties. For my Child and myself, I waive any

rights I may have (i) to approve such pictures or recordings or (ii) receive compensation relating to the use of such pictures or recordings.

**I understand the legal consequences of signing this agreement, including but not limited to (i) releasing the Area BFE Parties from liability on my and my Child's behalf, (b) promising not to sue the Area BFE Parties on my or my Child's behalf, and (c) assuming all risks of my and my Child's participation in the Activities.**

I agree and acknowledge that the Area BFE Parties can rely on my representations in this agreement.

I understand that this agreement is written to be as broad and inclusive as legally permitted by the State of Utah. I agree that if any portion is held invalid or unenforceable, I and my Child will continue to be bound by the remaining terms.

I have read this four-page agreement, and I am signing it voluntarily. No other statements or representations have been made to me about the legal effect of this agreement.

**My Printed Name:** \_\_\_\_\_

Child(ren)'s Name(s): \_\_\_\_\_

DOB: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**My Signature:** \_\_\_\_\_

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