

# THIS IS A COMPLETE LIABILITY RELEASE FOR YOU AND FOR ANY CHILDREN OR MINORS YOU BRING ON THESE PREMISES

Contract of Release and Waiver, Assumption of Risk and Indemnification  
DUSTERS OFFROAD CLUB, INC./TWISTED TRAILS OFFROAD PARK

## BE SURE YOU UNDERSTAND THIS DOCUMENT BEFORE SIGNING

**INTRODUCTION:** DUSTERS OFFROAD CLUB, INC./TWISTED TRAILS OFFROAD PARK does not offer you liability insurance protection for this event and for these and adjacent premises. You could suffer personal injury, including death, and property damage at this event or on these or adjacent premises. You, as an independent contractor, are being asked to sign this contract in consideration of being allowed to enter these and adjacent premises. This contract covers any and all injuries and damages sustained by you at this event, premises and adjacent premises anytime within one year from the date you signed this contract.

**WHO BENEFITS FROM THIS CONTRACT?** The portion of this agreement, which permits your entry onto these premises, runs to your benefit and allows you to attend this event. You are an independent contractor, no matter in which capacity you are signing this document. The portion of this contract in which you agree to release, waiver, assumption of risk and indemnity runs to the benefit of this event, its owners, tenants, operators, promoters, partners, corporate entities, shareholders, members, directors, and officers of any owning or controlling corporation, partnership, sole proprietorship, and to the benefit of all the other independent contractors participating in this event.

**WHO IS BOUND BY THIS CONTRACT?** Until you sign your name to this document, it is merely an offer, which you can accept or reject. Once you sign your signature line which is below on this document, you are accepting all of the terms of this contract and you are binding yourself, your heirs, your assigns, this event, its owners, its operators, its agents and its sponsors to those terms. You are accepting responsibility for and releasing DUSTERS OFFROAD CLUB, INC./TWISTED TRAILS OFFROAD PARK for liability for those injuries and damages to minors or children you bring on these premises.

**PREMISES COVERED.** The premises referred to herein shall include, but not limited to, the surface, fences, walls and perimeter, all roadways and parking lots, all areas of ingress and egress, all concession areas and restroom and comfort facilities, and any other parts and portions of these and adjacent premises.

**SITUATIONS COVERED.** The type of accidents, risks, and/or dangers on these premises which can cause you personal injury and property damage and which are intended to be covered by this Release and Waiver, Assumption of Risk, and Indemnity Contract, include but are not limited to; (1) Entering, exiting, servicing, driving, steering, sitting in, colliding and/or crashing any vehicle; (2) Loading or unloading any vehicle onto a trailer or other such transportation device; (3) Mechanically working on or repairing any vehicle or portion of a vehicle or preparing to do such repairs; (4) Being struck or contacted and injured or being in fear of injury by being struck, whether you are a spectator, laboring or competing, by any vehicle or part of a vehicle, by liquid gas, by fireworks, by explosive display devices, by dirt, by blacktop, by stone and/or clay; (5) Being injured by electrical shock; (6) Being injured by rescue or attempt at rescue, whether such rescue is made on the premises or adjacent to the premises; (7) Eating or consuming or digesting food or beverages sold on the premises, even if said food or beverage is defective or harmful; (8) Being injured as a result of a defect or harmful condition in some product, place, area, equipment, and/or services supplied to you for your use by the event, its owners and operators; (9) Being injured as a result of failing to be supplied some necessary equipment by the event, its owners, and operators; and (10) For all such other injuries occurring within or adjacent to these premises.

**RELEASE AND WAIVER.** By signing below, you are releasing this event, its owners, its operators, its officials, its sanctioning organization, its sponsors and all other independent contractors participating in this event for any personal injury including death and/or property damage sustained by you while on these premises or on lands adjacent to these premises. The law gives you, your independents, your assigns, and/or your estate, potential rights to sue this event, its owners, its operators and the other independent contractors signing this release with whom you are participating in this event, if you suffer a loss here. By signing this contract you are waiving those rights and promising not to sue the event, its owners and sponsors and other event participants for your personal injury and/or property damage, whether caused by your negligence, the negligence of the event owners and operators, or the negligence of others. Even if your loss is entirely your fault, you are releasing them from any and all responsibility and liability. You are signing a complete liability release.

**INDEMNIFICATION.** By signing below, you are also indemnifying this event, its owners, and operators. That means that if they suffer any kind of loss or debt, which is due in whole, or in part to your fault, they can seek reimbursement from you for that portion of their loss or debt, which is due to your fault, even if they are partially at fault.

**ASSUMPTION OF RISK.** Preparation for, participation in, and observation of this event can be very dangerous activities, which can injure your person and damage your property. Although you are aware of those risks, you are voluntarily going ahead and entering these dangerous premises. That means that you are "Assuming the risks" inherent in entering and being a part of the event and, if you suffer a loss because of those risks, you will not be able to make a claim against this event, its owners, sponsors, operators and other participants. If you become aware of any other dangers, risks, or defects concerning this event, its fixtures, its equipment, its food, or its beverages, you must immediately notify the event owners, and operators of the existence of those dangers, risks, defects, and you must immediately remove yourself from the premises unless you are willing to assume those dangers, risks, and defects.

**BY SIGNING YOUR NAME BELOW,** you hereby agree that you have read or have had the opportunity to have read this contract and you agree that you understand it. If any paragraph or provision is deemed illegal, the rest of the document shall stand in full force and effect.

**RULES.** That by signing below, you hereby agree to follow this event's rules, regulations and responsibilities, printed, published or posted, together with those rules and practices which are the custom of the event.

**COPIES OF THIS CONTRACT AVAILABLE TO YOU.** Upon request, the promoter of this event will give you a copy of this agreement.

**USE YOUR LIKENESS.** by signing below, you become a member of the Dusters Off-road Club Inc.. Which entitles you to park privileges, (for said dates ONLY), and you are hereby allowing this event to use your name, your photo, your likeness and your motorcycle or vehicle's likeness for whatever use desired by this event and its agents.

1. \_\_\_\_\_  
Printed Name Signature Date

2. \_\_\_\_\_  
Minor Child

3. \_\_\_\_\_  
Minor Child

4. \_\_\_\_\_  
Minor Child

5. \_\_\_\_\_  
Minor Child

6. \_\_\_\_\_  
Signature of Parent/Guardian

## THIS IS A RELEASE