

**Release of Liability, Waiver of Claims,
Assumption of Risks and Indemnity Agreement**
FREEDOM RIDES, LLC

In consideration of and as a condition to allowing _____ (“Participant”) to take part and/or, to be present in any capacity, whether as a participant or otherwise, in any trip, excursion, tour or similar event; and/or, to use any routes, facilities, or equipment related to such event; and/or, to act as a participant in any such event, in the broadest sense; (all of which are collectively herein referred to herein as “**Services and Activities**”) rendered, sponsored, or provided to **Participant** by **Freedom Rides, LLC**, or any of its agents, owners, members, directors, officers, affiliates, principals, sponsors, sanctioners, volunteers, servants, employees, suppliers, contractors, guests, participants, parent or sister or subsidiary entities and all other persons or entities acting in any capacity on behalf of **Freedom Rides, LLC** (all of which are also referred to herein as the “**Released Parties**”); **Participant**, on behalf himself or herself and his or her spouse, children, parents, heirs, assigns, personal representative and estate **does hereby release, hold harmless and agree to indemnify** the **Released Parties** of and from any and all claims, demands, actions or rights of action, costs, losses, damages, liabilities and expenses, of any kind or nature whatsoever, known or unknown (collectively, “**Claims**”) that **Participant** or anyone claiming on **Participant’s** behalf may now or hereafter have, including without limitation, any and all **Claims** for illness, injury to or death of any person or any loss, damage to or theft or destruction of any property resulting or claimed to result from or arising out of any of the **Services and Activities** rendered, sponsored or provided by **Freedom Rides, LLC**, including specifically such as may arise out of or be claimed to arise out of the negligence or omissions of any **Released Party**.

Inherent Risks: **Participant** acknowledges that he has been informed and is aware of the risks and dangers that are inherent any off road vehicle activity such as transportation to and from such activity; off-road vehicle orientation and training; operating, driving, co-driving or as a passenger in off-road vehicles; whether on public or private land; or whether on improved roadways, trails, or off-road; maintenance and repair of vehicles; all of which entail known and unanticipated risks that could result in physical or emotional injury, death, or damage to the **Participant**, to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of these activities is derived in part from inherent risks incurred by activity beyond the accepted safety of life at home or in normal day to day activities and that these inherent risks contribute to the enjoyment and excitement and are an integral reason for the **Participant’s** participation in this activity. As a **Participant**, I understand and acknowledge that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity; and, that failing to use or properly use safety type equipment increases my risk of injury or of not surviving an accident or incident while participating in these activities. Communication headsets may be available for use by **Participants** which are incompatible with most helmets. **Participants** may opt to use communication headsets without using a helmet and do so at their own risk. The inherent risks associated with these activities in which I am about to participate include, but are not limited to: dirt roads and trails, or turbulent weather conditions and the possibility that I will be jolted, jarred, bounced, thrown to and fro and shaken about during rides upon these roads, trails and off trail and it is possible that I could be injured if I come in contact with my off road vehicle or another off road vehicle or other equipment necessary to the operation of an off road vehicle (hereinafter referred to collectively as “equipment”). The equipment may break down or be faulty; it is possible that loss of control of the equipment could occur resulting in collision, overturning; or crashing, and that if a piece of equipment turns over or crashes I could be thrown out. I could slip and fall when getting on or off of a vehicle or be thrown out of the equipment even on flat terrain. I may become disoriented, panicked and/or experience trauma from rocks, boulders, etc; I can slip or fall during hiking or getting to and from the equipment and I understand that the areas in which I might hike sometimes hide dangerous obstacles such as tree wells, tree stumps, creeks, rocks and boulders, forest dead fall, etc. The equipment or any portion of it may collide with or encounter other man-made or natural objects including trees, rocks, branches, boulders, bridges, etc. Accidents can occur getting on and off the equipment; changing weather conditions, storms or even lightening are possible; exposure to the natural elements can be uncomfortable and/or harmful and I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, heat cramps or fatigue, some or all of which may diminish my or the other participants’ ability to react or respond; I understand that prolonged exposure to cold can result in hypothermia and in extreme cases death; I may encounter dangerous wildlife, snakes, insects, etc.; I can receive musculoskeletal injuries, including injury to my head, neck, back and extremities; should injury occur communication in the terrain in which these activities occur is always difficult and in the event of an accident, rescue and medical treatment may not be immediately available. **Services and Activities** may involve lodging at third-party commercial establishments outside of the control of **Freedom Rides, LLC** or camping in rustic and rugged

situations which may present 'comfort style' issues for which I accept responsibility. Food preparation may be a part of some of the **Services and Activities** and I acknowledge my responsibility to inform Freedom Rides, LLC of any specific food related allergies; I may be eating in the outdoors or community style environments and that some of the food may not be to my liking; there may be errors in food storage or preparation that could cause my dissatisfaction and/or illness; water purification systems may or may not be used and/or may or may not function correctly; I specifically acknowledge that, in the event I choose to consume alcohol during my trip, I will bear complete responsibility for myself and for any damages I may cause to the equipment or to other guests. I acknowledge that I could be left alone, unsupervised and/or out of contact with a guide/staff person for extended periods of time. I acknowledge that there are numerous other issues I may encounter, such as campfires and latrine issues which, while they seem open and obvious, also have inherent risks associated with them. Although **Freedom Rides, LLC** seeks safety, its employees, contractors and agent are not infallible and do not guarantee your safety, fitness or abilities; may misjudge weather or other environmental conditions; may give incomplete warning or instructions, and the equipment used may malfunction.

Express Assumption of Risk: As a Participant, having read and understanding these Inherent Risks, acknowledge that my participation in these Services and Activities, in spite of the risk, is purely voluntary, that I am ultimately responsible for my own safety during my participation in these Services and Activities. I expressly agree and promise on behalf of myself and any of the children for which I am responsible, to accept and assume all the risks existing in this activity including risks of bodily injury, death, or property damage, whether caused by negligence of any released party, the actions or inactions of others whether a participant or otherwise.

Indemnity: Should **Freedom Rides, LLC**, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, as a **Participant**, I agree on behalf of myself and any of the children for which I am responsible to indemnify and hold them harmless for all such fees and costs. I further agree to indemnify and hold each of the **Release Parties** harmless from and against any and all claims brought by other persons or entities arising out of my actions or inactions in anyway related to the **Services and Activities**.

Personal Skill & Insurance: As a **Participant**, I certify on behalf of myself and any of the children for which I am responsible that I/we have sufficient skill and fitness to participate in the **Services and Activities**. I further certify that I/we have no medical, mental or physical conditions which could interfere with my/our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that I/we have adequate insurance to cover any injury, damage or emergency transportation or search and rescue costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs ourselves. I agree to abide by all rules, policies, procedures and guidelines of **Freedom Rides, LLC** and I further agree to be responsible for injuries to others or property claims of others caused by me or my children as a **Participant** in the **Services and Activities**.

Jurisdiction Venue etc.:

A. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective and permitted successors, assigns, and personal and legal representatives.

B. This Agreement shall be governed by and enforced in accordance with the laws of the State of Utah, without regard to its conflicts of law principles.

C. If any portion of the Agreement is found to be void or unenforceable, the remaining terms shall remain in full force and effect.

D. Any action or proceeding seeking to enforce any provision of, or base upon any rights arising out of, this Agreement may be brought against any of the parties in the courts of the State of Utah, Washington County, or if it has or can acquire jurisdiction in the United States District Court of the District of Utah and each of the parties consents to the jurisdiction of such courts, (and of appropriate appellate courts) in any such action or proceeding and waive any objection to venue laid therein.

E. A copy of this Agreement can be used as if it were the original.

F. This document constitutes the entire Agreement between Participant and Freedom Rides, LLC and it cannot be modified or changed unless in a writing signed by the parties.

Acknowledgment and Agreement: As the Participant, I acknowledge and agree that I have read this Agreement and fully understand that I have given up substantial rights by signing it freely and voluntarily without any inducement, assurance or guarantee being made to me. By extending my signature below, I intend to completely and

unconditionally release the Released Parties from any and all liability to the greatest extent allowed by law. If signing below as a Parent or Legal Guardian, I acknowledge that I have read the foregoing Agreement and I agree that the Participant(s) named below, and I as their parent or guardian will be bound by the terms of this Agreement. I UNDERSTAND THAT DRIVING AN OFF ROAD VEHICLE IS DANGEROUS AND THAT I COULD BE SERIOUSLY INURED, MAIMED OR KILLED.

Participant Signature: _____ Date: _____
Printed Name: _____

Parent/Guardian Signature: _____
Email: _____
Address: _____
City: _____ State: _____ Zip/Postal Code: _____ Country: _____