

RUTS Membership Liability Waiver form

Express Assumption of Risk, Complete Waiver and Agreement Not To Sue And Indemnity Agreement

This Express Assumption of Risk, Complete Waiver and Agreement Not to Sue and Indemnity Agreement dated as of **(Date)** _____, is made by an individual doing business as Racers Under The Son, his or its past and present agents, partners, associates, owners, stockholders, subsidiaries, affiliates, directors, officers, Trustees, employees, predecessors, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him or it (collectively Racers Under The Son), and **(Head of household members Name Here)** _____ for himself, his agents, partners, associates, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him who may otherwise be known in this Agreement individually as Party and collectively as parties.

I Understand that Off Roading is a very Dangerous sport **Initial** _____

1. Assumes any and all risks involved in or arising from participant's activities including without limitation the risks of death, bodily injury, or property damage resulting from Racers Under The Son Activity, collision with another Motorcycle/Dirt bike/Car Pickup/RV Trailer/Sand rail/ATV, or other object or person, weather and ground conditions, the presence of unseen or hidden objects, fire or explosion, the unavailability of emergency medical care, or the negligent act of another person;
2. Releases Racers Under The Son from and Agrees Not TO Sue Racers Under The Son on account of or in connection with any and all claims, liabilities, demands, obligations, causes of action, damages, losses, costs and expenses, including without limitation attorney's fees, of any nature whatsoever, know or unknown, fixed or contingent, whether or not caused by the negligence or other fault of Racers Under The Son; including strict product liability or any other liability without fault:
Initial _____
3. Waive the protection afforded by any statute or law in any jurisdiction (e.g., California Civil Code S 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;
4. INDEMNIFY AND DEFEND Racers Under The Son against, and hold it harmless from any and all claims, liabilities, demands, obligations, causes of action, damages, losses, costs, and expenses, including without limitation attorney's fees, of any nature whatsoever, know or unknown, fixed or contingent, whether or not caused by the negligence or other fault of Racers Under The Son which in any way arise out of or result collision with another Motorcycle/Dirt bike/Car Pickup/RV Trailer/Sand rail/ ATV, or other object or person, weather and ground conditions, the presence of unseen or hidden objects, fire or explosion, the unavailability of emergency medical care, or the negligent act of another person;
5. For any and all damages caused by Participant, negligently, willfully, or otherwise.

I understand that Racers Under The Son is relying on this Agreement to provide the Outreach services that it will provide and would not provide such services if I did not execute this Agreement. I have read and understand this Agreement. I understand that by making this Agreement, I surrender valuable rights. I do so freely and voluntarily. I further certify that I have received a copy of this Agreement.

Signature of Member / Parent / Head of household _____ **Date:** _____

Signature of Spouse _____ **Date:** _____

Print Name(s) _____ **Address** _____

City/State/Zip _____ **Home Phone #** _____

Children / Participants Name(s) _____

CONSENT OF PARENT OR GUARDIAN

In consideration for the Racers Under The Son to Participant in RUTS events / activities:

I, **(Parent Print Name)** _____, Parent or Guardian of minor participant, listed above, do hereby agree both on behalf of myself and Participant and his and my agents, partners, associates, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with him or me to all of the terms and conditions set forth in the above Agreement. I have read and understand this Agreement. I understand that by making this Agreement, I surrender valuable rights. I do so freely and voluntarily. I further certify that I have received a copy of this Agreement.

Signature _____ **Date:** _____