

**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT**

*North East Xterra Club Waiver and Release of Liability*

In consideration of North East Xterra Club (henceforth "NEXterra"), their agents, officers and other associates furnishing services, materials and/or equipment to enable me to participate in an off-pavement trail ride, I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for off-pavement trail riding; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the officers, or agents of NEXterra, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment. I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, whether caused in whole or in part by the negligence or other conduct of the agents, officers and associates of NEXterra.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the agents, officers and associates of NEXterra from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in these activities which include, but are not limited to, the use of off-pavement or other types of vehicles, participation in trail rides or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever releasing and discharging NEXterra and their agents, officers, or associates from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conduct by NEXterra and their agents, officers, or associates.

I have read the above waiver and release and by signing it I agree it is my intention to exempt and relieve NEXterra and their agents, officers or associates from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

I further expressly agree that the foregoing waiver and release of liability is intended to be as broad and inclusive as is permitted by law of the province or state in which services, materials and/or equipment are provided, and the course of business is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this waiver and release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will be determined through an agreement of concerned parties.

I certify that the vehicle(s) I bring to this event is/are lawfully insured, and that I have no knowledge of any condition that might render the vehicle(s) 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.

Signature \_\_\_\_\_

Printed \_\_\_\_\_

Date \_\_\_\_\_