

Texas Motorized Trails Coalition
Release And Waiver Of Liability, Assumption Of Risk and Indemnity Agreement

IN CONSIDERATION of being permitted to participate in any way in the activities and events of **Texas Motorized Trails Coalition** or any of it's properties or managed sites and/or being permitted to enter upon, be present at and use the trails/premises where off-highway vehicles (ATV's, Motorcycles or 4x4's) or other motorized activities and/or events and being conducted (hereinafter referred to as the "Premises"), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including without limitation, the operation, maintenance, observation or use of any type of off-highway vehicle or other motorized vehicles or motorcycles (hereinafter referred to as "Activities"), the undersigned, on his/her own behalf, and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the premises or participating in the activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall and shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE TEXAS MOTORIZED TRAILS COALITION, OR ANY OF THEIR PROPERTIES OR MANAGED SITES**, the owner of the Premises, any individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendation, directions, or Instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees (hereinafter referred to as "Releasees"), from all liability to the Undersigned for any and all or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the Undersigned arising out of or related to the Premises or the Activities, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.
3. Hereby agrees to indemnify and **SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the Premises or the Activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.
4. Hereby **ASSUMES FULL RESPONSIBILITY** for any risk of bodily injury, death, or property damage arising out of or related to the Premises or the Activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.
5. Hereby **ACKNOWLEDGES THAT THE ACTIVITIES ARE VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. Hereby Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement **EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, it Is agreed that the balance shall, notwithstanding, continue in full force and effect.

Please Review Both Sides Of This Document

I HAVE READ BOTH PAGES 1 AND 2 OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE, CONTINUING AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

Please Print Name Here:

Please Sign Here

Date

Witness Please Print Name Here:

Please Sign Here

Date

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

“This is to certify that I, as a **PARENT/GUARDIAN** with **LEGAL RESPONSIBILITY** for this participant, do consent and agree to his/her release as provided above of all Releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child’s involvements or participation in the Activities as provided above, even if arising from the negligence of the **RELEASEES**, to the fullest extent provided by law.”

Minors are not allowed on any Texas Motorized Trails Coalition Premises without ADULT SUPERVISION. The Releasees are not responsible for watching over minor children at any time. If your child is attending, watching or participating in Activities with a responsible adult other then their legal **PARENT/GUARDIAN** they must have on file (1) a copy of this waiver signed by their legal **PARENT/GUARDIAN (Waiver must be notarized if not signed on Premises)**, and (2) a Notarized Letter stating that the Minor has the right to be on the Premises and participate in Motorized Recreation with the Adult who is responsible for them.

Texas Motorized Trails strongly suggests that any **RESPONSIBLE ADULT** in charge of minor carry a Notarized Temporary Guardianship or Notarized Medical Release Form for each minor in case an emergency should arise.

Parent/Guardian Signature:

Date:
