STATE OF CALIFORNIA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
FOR OFF HIGHWAY VEHICLE RIDING/OPERATION
CALENDAR YEARS 2010-2015

I/WE, _____,
HEREBY ACKNOWLEDGE that I/we have voluntarily applied to participate in the OFF- HIGHWAY VEHICLE RIDING/OPERATION activity/event indicated above.

In consideration of being allowed to participate in way in this activity, I/we hereby agree to the conditions set forth below:

I/WE FULLY UNDERSTAND AND ACKNOWLEDGE THAT:

OFF- HIGHWAY VEHICLE RIDING IS A HAZARDOUS ACTIVITY, AND I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH FULL KNOWLEDGE OF THE DANGER INVOLVED, AND I/WE HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, PARTIAL OR TOTAL DISABILITY, DISMEMBERMENT, PARALYSIS, OR DEATH.

PLEASE INITIAL { } PARTICIPANT { } PARENT/LEGAL GUARDIAN

1) The social and economic losses and /or damages which could result from the risks and dangers above, could be severe.
2) These risks and dangers may be caused by adverse weather, by the action, inaction, or negligence of the participant, or the action, inaction or negligence of others, including, but not limited to, the “releasees” named below.
3) There may be other risks which are not known to us or which are not foreseeable at this time.
4) I/we fully accept and assume any and all risks and dangers associated with the activity/event of off-highway vehicle riding/operation, whether the risks are known or unknown.
5) I/we fully accept and assume any and all risks and responsibilities for the losses and/or damages following such injury, partial or total disability, dismemberment, paralysis, or death, however caused, and whether caused in whole or in part by the negligence of the “releasees” named below.
6) I/we hereby release, waive, discharge, and covenant not to sue the State of California, their affiliated organizations, their officers, agents and employees, herein referred to as “releasees”, from all liability to the undersigned, my/our personal representatives, assignees, executors, heirs, and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, suffered by me, during, or en route to or from the activity/event, caused, or alleged to be caused, in whole, or in part, by the negligence of the “releasees” or otherwise.
7) I hereby consent to and authorize the administration of all emergency medical treatment deemed necessary by State staff, or its agents, and general medical services rendered, or assisted, by State staff, for the persons named in this instrument.

I/WE HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE, AND UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I/WE SIGN IT VOLUNTARILY, WITHOUT INDUCEMENT, OF MY/OUR FREE WILL

PARTICIPANT SIGNATURE: _____

DATE: _____/_____/_____

PARENT/LEGAL GUARDIAN SIGNATURE: _____

PRINTED NAME OF PARENT/LEGAL GUARDIAN: _____

RELATION TO PARTICIPANT: _____