



## **PARTICIPANT AGREEMENT, WAIVER OF LIABILITY AND ASSUMPTION OF RISK**

*(Instructions: Please complete this form and fax back to Family Off-Road Adventures at: 209-939-0628 or scan and email to: [janet@familyoffroadadventures.com](mailto:janet@familyoffroadadventures.com) . This completed form must be on file with FORA or you will not be allowed to participate in the event.)*

In consideration of the services of the Staff and Sponsors of Family Off-Road Adventures, their agents, owners, officers, volunteers, participants, employees, sponsors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FORA"), I hereby agree to release, indemnify, and discharge FORA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge fully understand that hiking, camping, 4-wheel drive exploration and motorcycle riding entail known, unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated. These risks include, among other things: Slipping and falling, loss of control of machine, falling objects, water hazards; exhaustion, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia, heat exhaustion, sunburn, dehydration, exposure to potentially dangerous animals, insect bites, hazardous plant life, equipment failure, improper use of equipment by others, and improper lifting or carrying. Furthermore, the Staff and Sponsors of FORA have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation in any activity is purely voluntary, and I elect to participate in spite of the risks both known and unknown to me.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FORA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FORA's equipment or facilities, including any such claims which allege negligent acts or omissions of FORA.
4. Should FORA, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage to myself or others I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against FORA, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

### **Code of Conduct Guidelines:**

As a participant in a FORA event, I agree to conduct myself in a manner that is consistent with the following guidelines:



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- I will respect fellow participants and the surrounding community by observing quiet time after 10PM and until 7AM. I will not operate my motor vehicle while under the influence of alcohol. I will wear my full coverage or flip-up helmet any time my motorcycle is in motion. In the field or on the trails and roads, I will also wear my protective riding gear, full-fingered gloves and protective riding boots. I agree to respect my fellow participants and take full responsibility for my actions.
- In the event of an accident or mechanical break-down, FORA will, to the best of its ability, attempt to notify the person I have listed on my Registration Form as Emergency Contact, or upon my request, will marshal emergency services on my behalf. If FORA or any participants are willing and able to do so, an offer of evacuation or vehicle recovery may be offered, but is neither required nor guaranteed. In the event I accept evacuation or recovery, I understand that any person offering such aid acts as a Good Samaritan, and may not be held responsible for any further injury or damage suffered in the course of evacuation or recovery. If I authorize emergency services, or if FORA authorizes such on my behalf in the event I am incapacitated and unable to do so, I agree and understand that payment for such is my sole responsibility.
- By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I will be found by a court of law to have waived my right to maintain a lawsuit against FORA.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address City State Zip

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18).**

In consideration of: \_\_\_\_\_ (print minor's name)  
("Minor") being permitted by FORA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless FOR A from any and all claims which are brought by, or on behalf of the above named Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_