



**RELEASE AND HOLD HARMLESS AND RELEASE OF LIABILITY AGREEMENT
FOR ON THE ROCKS, INC.**

I, (Print Your Name) _____, presently residing at (Street Address) _____ (City) _____, (State) _____, (Zip Code) _____ being above the age of 18 years and the parent or legal guardian of _____ (the "Minor"), on behalf of myself and the Minor, in consideration of being allowed to participate in and associate with On The Rocks, Inc., a.k.a. On The Rocks 4 Wheelers (hereinafter, "OTR") activities do hereby enter into this Release and Hold Harmless and Release of Liability Agreement ("Agreement"), effective as of the date as below written, and consent and agree that:

Initials:

_____ 1. **Minor:** (if applicable) As the parent or legal guardian of the minor, I hereby consent to his or her participation in OTR activity. I agree that all of the terms of this Agreement are applicable to the Minor and myself whether or not I am present at OTR Activity with the Minor.

RELATIONSHIP TO THE MINOR (**Required**) _____

_____ 2. **Offroading.** Offroading shall include, my participation and/or operation of a vehicle in any OTR event, which may include but not limited to meetings, trail rides/runs, sightseeing excursions, sponsored or un-sponsored rides, and/or other meetings arising out of or relating to preparation for, attendance at, assistance with, and participation in OTR activities, including travel to and from said meetings, activities and/or trail rides, participation in, or extended overnight events and trail runs.

_____ 3. **Acknowledgment of Danger.** I acknowledge that engaging in the activity of Offroading is a dangerous activity. I further acknowledge that no matter what precautions I may take, including but not limited to wearing of various types of protective gear, or the original or installing safety or recovery equipment on my vehicle, that I could experience injury of a very serious nature, disability, and/or death as a result of an accident or incident while Offroading. I therefore engage in such Offroading activities voluntarily and at my own risk.

_____ 4. **Assumption of Risk.** I acknowledge and represent that I am familiar with the significant risks and dangerous nature, including but not limited to causing death, disability, or serious bodily injury to others, and myself and causing damage(s) to property, of any type, which originate from participating and otherwise engaging the activities related to Offroading. I hereby assume any and all liabilities and responsibilities pertaining to such risks, whether to myself or caused to others and without limitations or qualification while Offroading. There have not been any express or implied representations made to me by OTR, except as set forth in this Agreement.

_____ 5. **Physical and Mental Condition.** I acknowledge that at the time of signing this Agreement I am in sufficient physical and mental condition, and have sufficient experience with Offroading to engage in the activities related to Offroading with OTR. I have the capacity to enter into this Agreement.

_____ 6. **Medical Assistance.** I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify OTR from any and all liability or claims arising out of such treatment, aid or assistance.

_____ 7. **Safety:** I represent to OTR that my vehicle has the following: 1. a roll bar or factory installed hard top, 2. emergency brake, parking brake, line-lock or other redundant braking system, 3. tow strap or rope (rated at 2 times the vehicle weight, 4. first aid kit, 5. jack capable of lifting the vehicle and tools to change tire, 6. spare tire within 3 inches diameter of other tires, or, for tires 37" or larger run-flats or tools to repair the tire, 7. fire extinguisher with gauge indicating good/full, appropriately stored, 8. safety belts for all vehicle occupants, 9. antenna mounted and restrained so as to prevent injuries, 10. adequate attachment points front and rear, and 11. battery hold downs.

_____ 8. **Condition of Equipment:** I have, prior to engaging in any Offroading with OTR, determined that my vehicle is in good working order, and that it is capable of handling the challenges presented by the trail, such as winching, vehicle recovery, rollovers, and the consequences thereof contemplated by this Agreement.

_____ 9. **Image and Likeness.** I hereby grant full permission to OTR to use any photographs, images, videotapes, motion pictures, recordings, or any other record of the activities or the Offroading activity for any legitimate purpose. I understand and acknowledge that I am not entitled to any compensation arising from such usage of my image or likeness. All photographs, videos or other submissions taken by or given to OTR shall be the property of OTR.

_____ 10. **Comprehensive Release:** I do hereby, on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives, unconditionally and irrevocably release and discharge OTR, OTR's successors, assigns, owners, shareholders, directors, officers, employees, agents, trail leaders, representatives, attorneys, independent contractors, subsidiaries and affiliates and each, every and all persons acting by, through, under or in concert with any of them, such as members of OTR (collectively, "Released Parties"), I further do hereby on behalf of myself and my heirs, executors, administrators, assigns and legal and personal representatives agree not to sue, or otherwise initiate legal, equitable or similar action or to otherwise file a complaint or other action for resolution or otherwise seek losses, costs or expenses of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including without limitation, wrongful death, and any and all personal injuries known or unknown, disability and/or death, and/or personal injuries to third parties, and injuries to property, real or personal, known or unknown, against any of the Released Parties, caused by any reason whatsoever related to OTR and my participation in Offroading with or in relation to OTR and/or its activities. This Release shall pertain to any claims which were known or unknown, anticipated or unanticipated at the time of the execution of this Agreement, that may have materially affected my decision to execute this Agreement and specifically this Release.

_____ 11. **Waiver of California Civil Code Section 1542:** I acknowledge and agree that by reason of the Release set forth in paragraph 10 above, I am assuming all risk of bodily injury, disability, death or property damage, of any kind, and all other unknown or unanticipated claims, and I agree that my Release of all Released Parties contained in this Release applies thereto. In connection therewith, I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code, which reads as follows:

"A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with debtor."

_____ 12. **Indemnity:** I hereby indemnify, without qualification or limitation, the Released Parties and further agree to defend and hold the Released Parties harmless from and against any and all claims, causes of action, demands or charges of every kind and nature, which any third party or

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person may claim to have for property damage and/or personal injuries or any other damages including death, arising from any cause or reason, of every kind and nature pertaining to this Agreement and any activity directly or indirectly arising from or contemplated by this Agreement.

_____ 13. **Governing Law and Attorney Fees:** This Agreement shall be governed by, and constructed in accordance with the laws of the State of California. Should any party hereto institute any action or proceeding against the other party at law or in equity, or in connection with any arbitration, in connection with this Agreement, the prevailing party from such action shall be entitled to recovery from the losing party or parties all attorney's fees and costs for service rendered to the prevailing party in such action or proceeding. For purposes of this Agreement, the County of Ventura shall have jurisdiction over any and all claims and disputes, if any.

_____ 14. **Entire Agreement and Validity:** Upon execution of this Agreement, all prior agreements are deemed null and void in all respects. This Agreement contains the entire Agreement relating to the rights and obligations contained herein. There are no other representations, warranties, releases, arrangements, undertakings, oral or written relating to the subject matter of this Agreement. If any provision or any part of any provision of this Agreement is for any reason found to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

Where my initials appear above, I acknowledge that I have read, understood and agree to the terms beside those initials. In addition, my signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms. If this Agreement is being executed by me as a parent or legal guardian of a person under the age of 18 years, then all provisions of this Agreement shall pertain to the undersigned and the Minor.

Emergency Contact: _____ Phone Number: _____

Your Phone Number: _____ Email Address: _____

Your Signature: _____ Date: _____

Witness: _____ Witness Signature: _____