

ON THE ROCKS 4 WHEELERS, INC. MEMBERS ANNUAL

MUTUAL WAIVER, RELEASE OF LIABILITY & COVENANT NOT TO SUE

READ CAREFULLY AS THIS AGREEMENT LIMITS YOUR LEGAL RIGHTS

DESCRIPTION OF EVENT (hereinafter the "EVENT" or "Event"):

Any and all participation in any off-roading activities, including but not limited to meetings, trail rides / runs, sightseeing excursions, organized rides / runs, sponsored or un-sponsored rides, and/or other meetings arising out of or relating to preparation for, attendance at and participation in On The Rocks 4 Wheelers, LLC club activities. This also includes travel to and from said meetings, practices and/or trail events.

OTR means: The "On The Rocks, Inc." club.

MEMBER means: Any active Member in the club known as On The Rocks, Inc..

PARTICIPANT means: Any non-Member in the club known as On The Rocks, Inc., who attends and participates in any club or trail activities lead by On The Rocks, Inc.

CLUB ACTIVITIES and/or TRAIL EVENTS means: trail runs, sightseeing excursions, organized rides / runs, sponsored or un-sponsored rides /runs.

Mutual Release of Liability, Hold Harmless and Covenant Not To Sue

1. Member, on behalf of myself, my heirs, administrators, executors, guardians, assigns, representatives and next of kin, in consideration for participation in the club meetings, trail runs, and/or off-road activities of whatsoever kind, hereby fully and forever releases, waives and discharges OTR, its employees, directors, officers, managers, agents, representatives and assigns (collectively "OTR") and all other persons, firms, entities or associations and each of them who are or might be liable in any way (collectively the "Releasees") from any and all claims, demands, actions, or causes of action of any kind, which Member may or might have against Releasees or any of them, arising from or by reason of any and all known and unknown, foreseen or unforeseen bodily and personal injuries or damage to property, which Member may sustain due to the ordinary negligence of the Releasees; and Member further agrees that except for the gross negligence or willful misconduct of the Releasees, **Member shall not bring any claim, demand or legal action of any kind against and/or sue the Releasees** for any economic and/or non-economic losses due to bodily injury, death, property damage and/or injury arising out of participation in the EVENT and the operations and conduct of Releasees.
2. Member further represents, attests, and verifies he/she is free from all illnesses, injuries, or defects and he/she is physically fit and sufficiently experienced to participate in all activities associated with the Event. Member further acknowledges his/her participation in the activities and events organized or sponsored by OTR in connection with the EVENT is voluntary.
3. Member acknowledges he/she is aware there are risks to his/her personal safety and/or property, including the risk of serious injury, damage or loss of property, and/or death in conjunction with his/her participation in the activities and the EVENT, and hereby expressly assumes all risks associated with such participation in the activities and the EVENT as organized or sponsored by OTR and/or connected to, related to or arising out of the Event.

4. Member further agrees to indemnify, defend, and hold harmless Releasees from any loss, liability, cost, claim, or damages arising from his/her participation in or association with activities and events organized and sponsored by OTR or arising out of, related to or connected with the EVENT.
5. OTR, in consideration for Member's time and services hereby acknowledges and agrees all waivers, releases, covenants and agreements contained herein shall be mutual and run to the benefit of both Member and OTR.

Additional Agreements

6. This Agreement shall be governed by the laws of the State of California and will be enforced and interpreted pursuant to such laws. Member and OTR agree this Waiver, Release and Covenant Not to Sue extends to all acts of ordinary negligence of Releasees and Member and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion of this Agreement is held invalid, it is agreed the remainder shall continue in full legal force and effect. Member and OTR agree this document contains all appropriate warnings and no oral representations or statements made by Releasees will modify or invalidate any portion of this agreement. Member and OTR does not rely on any oral representations or statements made that are contrary or modify the above warnings and waiver.
7. Member consents to administration of first aid and other medical treatment in the event of injury or illness and hereby releases and indemnifies Releasees from any and all liability or claims arising out of such treatment.
8. Member hereby grants full permission to Releasees, as described above to use any photographs, images, videotapes, motion pictures, recordings, or any other record of the activities or the Event for any legitimate purpose. Member understands and acknowledges he/she shall not be entitled to any compensation arising from such usage of his/her image. All photographs, resumes, or other submissions taken by or given to OTR shall be the property of OTR.
9. Member and OTR further agree in the event of any dispute concerning this Agreement or any provisions herein, suit may be brought only in a court of competent jurisdiction in the State of California, County of Ventura.
10. Member and OTR further agree in the event of any dispute, claim or controversy arising out of or relating to this Agreement or any provisions herein, the parties hereto shall first participate in mediation with an established California dispute resolution/mediation service such as ADR or JAMS. If the matter is not resolved through mediation, then the matter shall be submitted to binding arbitration. In any legal action brought to enforce the terms of this Agreement, whether based in contract or tort, the prevailing party shall be entitled to its attorney fees, all expenses including expert fees and costs.

I hereby state I have read and understand the above stated Agreement and acknowledge **I AM WAIVING CERTAIN LEGAL RIGHTS**. No promise, inducement, or agreement not expressed herein has been made to me. A copy of this Agreement may be provided to any third party in order that I may receive medical care in the event of illness or injury.

ACKNOWLEDGED, AGREED TO, AND ACCEPTED BY:

Member's Name (typed or printed legibly) _____

Full Name (signature) _____ Date _____

EMERGENCY CONTACT INFORMATION *(required)*

Name _____

Tel. #s _____

Relationship _____

ACKNOWLEDGED, AGREED TO, AND ACCEPTED BY:

On The Rocks, Inc.

Full Name and title (typed or printed legibly) _____

Full Name (signature) _____ Date _____