



Release and Waiver of Liability and Indemnity Agreement for Zuwharrie Off-Road Events

In consideration of being permitted to participate in any event sponsored, promoted, or directed by Zuwharrie Off-Road Events, herein referred to as "Zuwharrie", the undersigned, his/her executors, administrators, personal representatives, heirs, and assigns hereby releases and forever discharges Zuwharrie, and Zuwharrie's officers, directors, promoters, sponsors, employees, and agents from any and all claims of loss or damage including personal injury or death whether or not caused by the negligent act or omission of Zuwharrie and/or Zuwharrie's officers, directors, promoters, sponsors, employees, and agents while the undersigned is for any purpose participating in an event sponsored, promoted, or directed by Zuwharrie.

It is fully understood by each of the undersigned that there is some inherent risk associated with this and subsequent events, including damage to vehicles and personal injury or death.

IN ADDITION, the undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS Zuwharrie and Zuwharrie's officers, directors, promoters, sponsors, employees, and agents from any loss, liability damage, or cost they incur due to such participation by the undersigned, whether caused by Zuwharrie, or Zuwharrie's officers, directors, promoters, sponsors, employees, and agents while the undersigned is participating in an event sponsored, promoted, or directed by Zuwharrie. In signing this release, each of the undersigned hereby acknowledges and represents the following:

- i. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement
- ii. That he or she shall at all times, while riding in a vehicle participating in an event sponsored, promoted, or directed by Zuwharrie will wear his or her respective seat and shoulder belts.
- iii. That he or she shall at all times, while riding on an ATV, bicycle, motor driven cycle, or other vehicle without rollover protection, wear appropriate protective gear, including, but not limited to helmets and eye protection.
- iv. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition.
- v. That there are obstacles on which body or mechanical damage to vehicles is likely to occur. He or she is fully responsible for any repair costs incurred as a result of such damage.
- vi. That the owner/driver has or will inform himself/herself about this and subsequent events, the trail(s) involved in this and subsequent events, either by prior participation or by investigation into the event and trail(s).
- vii. That drinking and driving are not allowed and is grounds to be banned from future Zuwharrie events.
- viii. That alcohol is not permitted in the Uwharrie National Forest per Forest Service regulations. Anyone choosing to ignore this warning accepts full responsibility for his or her actions.
- ix. That he or she is fully responsible for any environmental damage caused by his or her vehicle and/or actions. He or she will, as appropriate, use tree savers on winch cables, clean up any fluid spills, and ensure that the forest is left in the same condition or better than before the trail ride began. Leaving the marked legal trail with any motorized vehicle is strictly forbidden and is grounds for being banned from future events and/or fines being imposed by the Forest Service.
- x. Zuwharrie reserves the right to dismiss, at it's discretion, and ban from future events any individual for violating any of the above rules, engaging in any illegal activity, or engaging in any activity deemed by the Zuwharrie staff to be inappropriate.



THIS WAIVER MUST BE SIGNED BY ALL PARTICIPANTS, RIDERS AND GUESTS.

For a participant under the age of 18 years of age, both parents, the parent with legal custody, or the minor's legal guardian must sign this release form and write the word "minor" and age next to the minor's name

Vehicle Make/Model _____ VIN _____

Owner/Driver _____ Phone # _____ Lic. Plate #/State _____

Owner's Address _____ City, State, Zip _____

Driver's Signature _____ Printed Name _____ Date _____

1st Passenger's Signature _____ Printed Name _____ Date _____

2nd Passenger's Signature _____ Printed Name _____ Date _____

3rd Passenger's Signature _____ Printed Name _____ Date _____