

## **Liability Release Waiver**

Waiver must be signed by all participants. Under 18 must have parent/guardian signature.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

You are responsible for your actions while driving and participating in this event. You must decide your driving ability and what you and your vehicle are capable of doing. <u>TOMS OFFROAD</u>, <u>Inc.</u> is not responsible for any accidents.

In consideration of participation in any event sponsored, promoted or directed by <u>TOMS OFFROAD</u>, <u>Inc.</u> (the "Company"), the undersigned for himself or herself, his or her personal representative, heirs and next of kin HEREBY RELEASES the Company, its officers, directors, promoters, employees and agents of the Club as well as the owners of the property upon which the event is held, of all liability to the undersigned, whether caused by the negligent act or omission of the Company or otherwise while the undersigned is for any purpose participating in such an event. The undersigned acknowledges that there is inherent risk associated with this event, including damage to vehicles, and the undersigned fully assumes the risks involved.

IN ADDITION, the undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the Company from any loss, liability damage or cost he or she incurs due to such participation by the undersigned, whether cuased by the Company's negligence or otherwise and AGREES TO ASSUME FULL RESPONSIBILITY AND RISK for any bodily injuryu, death or property damage from the Company's negligence or otherwise while the undersigned is participating in this event. By executing this instrument, the undersigned further authorizes the Company to use the undersigned's name, photos of him or her and/or his or her vehicle for the publicity, advertisement, endorsements, magazine aritcles or as deemed appropriate for use in promotion or publicity for the Company or the event.

In signing this release, the undersigned hereby acknowledges and represents the following:

- 1. He/she has read the foregoing Liability Release Waiver and has been afforded the opportunity to confer or speak with an attorney.
- 2. He/she has and will at all times while riding or driving in a vehicle participating in this event wear his or her seat and shoulder belts and any other applicable safety equipment.
- 3. His/her vehicle is in good mechanical condition as necessary for participation in the event.
- 4. He /she has informed himself/herself about the event and trail involved in the eventeither by prior participation or investigation into the event and trail.
- 5. He/she will not allow anyone else to ride or drive his/her vehicle during the event unless said

person has also signed the Liability Release Waiver form.

- 6. The undersigned acknowledges that he/she is aware that the Company assumes no duty to supervise the activities of any participant, spectator or any other individual. The Company assumes no liability for the acts or omissions of any such individuals.
- 7. NO ALCOHOL IS ALLOWED DURING TRAIL RIDE EVENTS. Anyone suspected of using alcohol or drugs during trail ride events will be asked to leave the premises immediately. Also, if you are behaving in any manner that might be putting others in danger, you will be asked to leave the premises. By participating in any portion of the event where alcohol is being served, the undersigned agrees to drink responsibly and follow all laws regarding the use of alcohol and operation of a vehicle. NO OUTSIDE ALCOHOL ALLOWED at any time during the event.

PLEASE BE SAFE AND FAMILIARIZE YOURSELF WITH THE TRAILS AND THEIR DIFFICULTY
PRIOR TO PARTICIPATING IN ANY EVENT! PLEASE RESPECT OTHERS AND THE LANDOWNERS
OF THE PROPERTY YOU ARE ON. ALL TRAIL RUNS ARE PACK IN/PACK OUT. RESPECT OUR
PUBLIC LANDS FOR THEIR USE BY FUTURE GENERATIONS AND DO NOT LEAVE TRASH OR
LITTER ON THE TRAIL.

Name:	Date:
Year of Bronco:	_ License Plate #:
Instagram Handle:	
Signature:	
(If under 18, a parent or guardian must sign below to indicat	
Daniel (Occasillata Olamatana)	
Parent/Guardian Signature:(If applicable)	

Any questions regarding this liability waiver form should be directed to:

TOMS OFFROAD, Inc. 2661 S Pacific Hwy Medford, OR 97501

Phone: (541) 779.1339 Toll Free: (800) 749.5028

Email: info@tomsoffroad.com