

Northeast Off Road Adventures, Inc. (NORA/TCJ)

RELEASE, WAIVER AND INDEMNIFICATION - one form per participant

Event/Class Date: _____

Name: _____

Address: _____

Emergency contact name and #: _____

Drivers Only: License # and state: _____

*Wherever mentioned in this or any other document, Northeast Offroad Adventures, Inc. ("NORA") and the property owner, TCJ, Inc. ("TCJ"), with which NORA contracts or arranges for the use of land for events, such reference is intended to include all officers, directors, affiliates, committee members, volunteers, agents, servants, staff, employees and contractors of each entity. Throughout this and any other agreement, they are collectively and individually referred to as "NORA/TCJ".

WARNING: Driving vehicles off-road, whether on work roads, trails or over rocks/boulders, is dangerous and contains hazards and risks that can result in damage, including injury, property damage and death ("damages" throughout). I am fully aware that participation in this activity, whether driving, riding as a passenger or observing, is hazardous and involves risk. In consideration of NORA/TCJ's allowing me (and/or my minor child _____; all further representations are intended to include that minor child) to utilize the lands and facilities and participate in events and related activities of NORA/TCJ, **I HEREBY ACKNOWLEDGE AND REPRESENT FOR MYSELF, MY SUCCESSORS, HEIRS, ASSIGNS, EXECUTORS AND ADMINISTRATORS THE FOLLOWING:**

1. **ASSUMPTION OF RISK:** I know and understand the scope, nature, and extent of the risks associated with operating a motor vehicle off-road. I willingly and knowingly accept those risks, and **I willingly and knowingly accept all legal responsibility for any personal injury, death or property damage** which results from my participation in this event and my use of the facilities, equipment and property of NORA/TCJ.
(INITIAL) _____
2. **RELEASE FROM LIABILITY:** **I release and hold harmless NORA/TCJ from any and all liability** for any claim, loss, damages (as defined above), regardless of the cause, including negligence of NORA/TCJ, sustained by me or my property while participating in events covered by this Agreement. By entering into this Agreement I understand that **I am surrendering legal rights which I may otherwise have** against NORA/TCJ.
(INITIAL) _____
3. **COVENANT NOT TO SUE NORA/TCJ:** I will not make any claim or bring any legal action or voluntarily assist in any legal action against NORA/TCJ, nor permit anyone else to do so on my behalf for any claim, loss, damages (as defined above) sustained by me or my property during events covered by this Agreement. **It is my express intention to waive any and all claims which I have, or might have,** or which anyone may have acting on my behalf, to bring any form of civil suit arising out of my participation in the event.
(INITIAL) _____
4. **COVENANT NOT TO SUE EVENT PARTICIPANTS:** I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other participant for their actions or conduct arising from their activities in managing or assisting with the managing of any event covered by this Agreement.
(INITIAL) _____

Please return this release waiver to neoffroadadventures@gmail.com or mail to Northeast Off Road Adventures, PO Box 539 Crugers, NY 10521-0539

5. INDEMNIFICATION AGAINST OTHER CLAIMS: **I agree to indemnify and hold NORA/TCJ harmless** from all claims and suits by anyone, including insurance carriers, for personal injuries, death or property damage arising out of my participation in this event and/or my use of the facilities and property of NORA/TCJ. I agree to pay to each indemnified party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by NORA/TCJ as a result of judgment or settlement. **I recognize and understand this indemnification provision is distinct from and independent of the release provisions.**
(INITIAL) _____

6. SURVIVAL OF OBLIGATIONS: Any and all obligations, representations, waivers, etc. assumed by me, and promises made by me, under this Agreement shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Agreement and make no claim against NORA/TCJ for any claim, loss, damages (as defined above) which this Agreement purports to cover and release.
(INITIAL) _____

7. SITUS OF ACTION: Any controversy or claim arising out of or relating to this Agreement shall be by arbitration in the State of New York, pursuant to the Laws of the State of New York, as administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
(INITIAL) _____

8. SEVERABILITY OF INVALID PROVISIONS: If any provision, or application thereof, in this Agreement is held invalid, that shall not affect any other provisions or applications of the Agreement which can be given effect without those held invalid.
(INITIAL) _____

9. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties and can be altered or amended only by subsequent written instrument duly executed by each of the parties hereto.
(INITIAL) _____

I have read and understand the above representations, I understand the content and purpose for each, and I agree to abide by them. I clearly understand that I am surrendering legal rights that I may otherwise have against NORA/TCJ.

IN WITNESS THEREOF, the undersigned has executed this Agreement dated _____

 Participant Printed Name

 Participant/Legal Guardian Signature



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