



2023 UTV POKER RUN
VETERANS HONOR FLIGHT

WAIVER & RELEASE OF LIABILITY

All Participants must Complete before participation.

In consideration of the risk of injury while participating in ATV/UTV Poker Runs, (the "Activity"), and as consideration for the right to participate in the Activity. I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Ride-4-Freedom, their affiliates, directors, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury including but not limited to illness, paralysis, death, damages, economical or emotional loss, I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK.

I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DIABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH.

I UNDERSTAND THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR/AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I HEREBY AGREE TO PROTECT, DEFEND, AND INDEMNIFY RIDE-4-FREEDOM AND THEIR DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS, AFFILIATES, OR ANY PERSONS OR ENTITIES ASSOCIATED THEREWITH, INCLUDING SECURITY PERSONNEL, FROM ANY ACTIONS, RIGHTS OF ACTION, CLAIMS, OR CAUSES OF ACTION THAT MAY ARISE OUT OF MY OPERATION OF AN ATV/UTV OR MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICANT. THIS INDEMNIFICATION SHALL EXTEND THROUGH DEPARTURE FROM THE ACTIVITY, TO INCLUDE ARRIVAL AT MY DESTINATION OR 24 HOURS, WHICHEVER SHALL OCCUR FIRST. I agree to indemnify and hold harmless Ride-4-Freedom against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Ride-4-Freedom incurs any of these types of expenses I agree to reimburse Ride-4-Freedom. I acknowledge that Ride-4-Freedom and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Ride-4-Freedom.

I ACKNOWLEDGE THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE RIDE-4-FREEDOM AND ALL OF ITS AFFILIATES, MANAGERS,

MEMBERS, AGENTS, ATTORNEYS, STAFF VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST RIDE-4-FREEDOM FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent statute or case law does not prohibit release for negligence; this release is also for negligence on the part of Ride-4-Freedom, its agents, directors, volunteers and employees.

In the event I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand I should carry my own health insurance. In the extent any damage to equipment of facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. This Agreement was entered into at arms-length, without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant(s), _____, _____, and Ride-4-Freedom agree this Agreement is clear and unambiguous as to its terms, and no other evidence will be used or admitted to alter or explain the terms of this Agreement, but it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person:

Emergency Contact: _____ Relationship: _____

Phone: _____

I, the undersigned participant, affirm I am of the age of 18 years & older and I am freely signing this agreement. I certify I have read this agreement, I fully understand its content and this release cannot be modified orally. I am aware this is a release of liability and a contract and I am signing it of my own free will.

Driver's Name: _____ Passenger's Name: _____

Participant's Address: _____

Driver's Signature: _____ Passenger's Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event the participant is under the age of consent (18 years of age) then this release must be signed by a parent or guardian, as follows: I hereby certify I am the parent or guardian of _____, _____, &/or _____ named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____ Date: _____