



**OFF-ROAD
UNITED**



**KRAWL'N
FOR THE FALLEN**

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Off-Road United Foundation, Krawl'n For The Fallen and their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "ORU and KFTF"), I hereby agree to release, indemnify, and discharge ORU and KFTF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Jeep Tours, Rock Crawling, events and spectator activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I hereby grant to ORU, KFTF, its legal representatives, assigns, and successors in interest, and those acting with ORU and KFTF's authority, and permission, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, and re-publish photographic portraits, pictures or video in which he/she may be included, in whole or in part, including but not limited to composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with his/her own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium at ORU studio or elsewhere, and in any and all media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith. I hereby waive any right that he/she may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. I hereby release, discharge and agree to save harmless Off-Road United Foundation, its legal representatives and assigns, and all persons acting under its permission or authority or those for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

The risks include, among other things: slips and falls; falling objects; water hazards; there is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; pinches, bruises, abrasions, strains, cuts and lacerations; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; passengers can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; equipment failure and/or operator error; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life, accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity. Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, ORU and KFTF personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to obey all traffic laws and rules provided by provider.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ORU and KFTF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ORU and KFTF's equipment or facilities, **including any such claims which allege negligent acts or omissions of ORU and KFTF.**
5. Should ORU and KFTF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.



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- 7. In the event that I file a lawsuit against ORU and KFTF, I agree to do so solely in the state of Florida and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- 8. Camping Release and Waiver of Liability and Indemnity Agreement: In consideration of being permitted to enter upon the real property owned by Keystone Heights Airport and leased by Florida International Rally & Motorsport Park Inc (The FIRM); (Releasee) located at 7266 Airport Road, Starke, FL 32091 (hereinafter "Premises"), and be allowed to camp at the Krawl'n For The Fallen event, for other good and valuable consideration,

_____, ("Releasor"), intending to be legally bound for Releasor, Releasor's spouse, legal representative, heirs, officers, directors, shareholders, agents, partners, employees, successors and assigns, HEREBY RELEASES Off-Road United Foundation Inc, Krawl'n For The Fallen, The FIRM, and all members and volunteers of Off-Road United Foundation, Krawl'n For The Fallen and The Firm Inc (Releasees) vendors, agents, contractors, and sub-contractors, from all liability to the Releasee and to the Releasees for any and all loss or damage, and any claim or damages resulting there from, on account of injury to Releasor's person or property, including injury resulting in death of the Releasor, whether caused by the negligence of Releasee or otherwise while the Releasor is on the Premises. Releasor agrees to indemnify, hold harmless and defend the Releasee and Releasees against any claim, loss liability, damage or cost which each of them may incur due to the entry or presence, of Releasor or Releasor's property, in or upon the Premises.

Releasor expressly agrees that this General Release is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

In WITNESS WHEREOF, Releasor has executed this General Release on _____ (date). By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ORU and KFTF on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at ORU and KFTF. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

DRIVER:

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PASSENGERS (16 & older):

PRINT NAME

SIGNATURE
