

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT!**

**PARTICIPANTS: READ THIS DOCUMENT FULLY AND CAREFULLY BEFORE SIGING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS AND/OR LAWSUITS.** Use of Property @10290 Wilder Road - Gowanda New York 14070

**Released Parties Will Include:** Armor Trail Raiders Inc., and its officers, directors, employees, agents, contractors, insurer(s), equipment suppliers, and all volunteers, all and any sponsors, organizers, promoters, directors, officials, property owners, Travis S. Duchmann personally, heirs, assigns, agents or representatives, advertisers, governmental bodies and/ or municipal agencies whose property and/or personal are used, and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing. His is a 3 page form. Peas READ IT and Understand It which is what I will do!**Initial Assumption of Inherent Risks:** I understand and acknowledge that the inherent risks include , but are not limited to: A) contact and/or collision with persons, objects, vehicles, motorized or non-motorized (Example: collision with spectators or course personal), contact with other participants, contact with or collision with vehicles (motorized or not) or machinery (motorized or not), and contact or collision with and contact or collision natural or man-made fixed object(s) or obstacles B) encounter with obstacles (Example: natural and/or man-made water, road, and/or surface hazards close proximity and/or contact and/or collision and/or contact with thick smoke, dust, and /or open flames, barbed wire, cables, wires, pipes and/or electrical wires ) C) equipment related hazards (Example: Broken, defective and/or inadequate power wires, completion equipment, unexpected equipment failure, imperfect property conditions) D) weather related conditions hazards(Example: extreme heat, extreme cold, humidity, ice, rain, fog, hail, tornados(s), hurricanes and or typhoons) E) inadequate or negligent first aid and/or emergency measures F) judgment and/or behavior related problems (Example: erratic, and/or inappropriate behavior by others, errors in judgment by personal or volunteer(s) at the property G) natural hazards (Example: uneven terrain, rocks. fallen rocks and/or falling rocks, lighting stakes, earthquakes, wildlife and/or wildlife attacks, contacts with poisonous plants and/or trees, marine life, snakes and/or bugs and ticks) I further understand and acknowledge that any of risks and others not specifically named, may cause injury and/or injuries that may be categorized as minor, serious or catastrophic and/or fatal. Minor Injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious Injuries are less common but, do sometimes occur. They include but, are not limited to: property loss or damage, broken or fractured bones, torn ligaments, concussions, exposure to heat and/or cold related illness, mental stress, exhaustion, infection and/or all of the items mentioned. Catastrophic and/or fatal are rare; however, we feel that our participants should be aware of the above possibility(s). These injuries can include permanent disabilities, spinal injuries, paralysis, stroke(s) heart attack(s) and even death. I understand fully the inherent risks in participating in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding and assert that I am willingly and voluntarily participating. I have read and fully understand the statements listed in # 2and acknowledge that A1) I know the nature of ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding off road A2) I understand the demands of this activity relative to my physical condition and A3) I appreciate the potential impact of the types of injuries and/or death that may result from ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. I hereby assert that I knowingly assume all of the inherent risks of this activity and take full responsibility for any and all damages, liabilities, losses, and/or expenses that I may incur as a result in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. **Waiver of Liability for Ordinary Negligence:** Consideration of being permitted to participate in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. I (on behalf of the Releasing Parties) hereby and forever waive, release, covenant not to sue, bring a claim against or bring to court and discharge Armor Trail Raiders Inc. and Travis S. Duchmann and all other Releasing Parties from All and Any claims resulting from the inherent Risks of ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding or the Ordinary Negligence of Armor trail Raiders and Travis S. Duchmann and all other Releasing Parties that may and/or might arise out of ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding at 10290 Wilder Road – Gowanda, New York 14070. This is also a Hold Harmless agreement between me and all Releasing Parties. I further agree that I am giving up any Rights afforded to me thru New York State, any other State in the United States of America or its Protected Territories and All International Countries to bring a lawsuit or Claim against all and Any Releasing Parties. I furthermore agree to Not Allow my Spouse, Friends, Heirs, Assigns, Agents and All Representatives for myself (being dead or alive) Also Not to Bring Claim and/or a lawsuit against all and any of the Releasing Parties. This agreement applies to B1) Personal injury (including Death or Dismemberment) from incidents and /or illnesses arising from ANY problems occurring at 10290 Wilder Road Gowanda, New

York 14070. This also includes any Problem incurred during inspection, observation, , practice and/or medical treatment and while on the property (included, but not limited to stands, walkways, parking areas, camping areas, restrooms, tents and/or anywhere on the property) and B2) any and all claims resulting from damage to, loss of, or theft of property. **Indemnification Agreement:** In consideration of being permitted to participate in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to Hold harmless, defend and indemnify Armor trail Raiders, an Travis S. Duchmann and all other Releasing Parties from and against C1) Any and All claims made by me (or any Releasing Parties) arising from any and all injury or loss due to my participation in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding, and C2) Against any and all claims or lawsuits of co-participants, rescuers, and others arising from my conduct in the course of my participation in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. For the purposes hereof, "Claims and/or Lawsuits" includes all and ant actions and causes of actions, claims, demands, losses, costs, expenses and any damages, including legal fees and related expenses. This Indemnity shall survive the expiration or sooner termination of the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. **Other Agreements: Venues and Jurisdiction(s):** I understand that if legal action is brought, the appropriate state or federal trial court for the state in which the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding is held has the sole and exclusive jurisdiction and that only the substantive laws of the State in which the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding is held shall apply. **Severability:** I understand and agree that this assumption of risk, Waiver of liability and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the state in which the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding is held and that if any provision shall be found to be unlawful, void or for any reason unenforceable, then that provision or sentence shall be severed from this agreement and does not affect the validity and enforceability of and all other provisions. **Integration:** I affirm that this agreement supersedes any and all previous oral and/or written promises, statements or agreements. **Mediation and Arbitration:** In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that may arise. Any agreement reached will be formalized by a written contractual agreement at that time. Any cost associated with an attributor will be paid for by the person whose name appears on this agreement or waiver who is the participant in the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. I understand that both parties must agree upon the attributor. Should the legal issue not be resolved by mediation, I agree that all disputes, controversies or claims arising out of my participation in the ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding experience shall be submitted to binding arbitration. Rules of the American Arbitration Association in effect and cost of such action shall be paid for by the participant.

I represent and warrant that I am in good health and in proper physical condition to safely participate in ATV, UTV, Dirt Bike and Trucks & event(s) and riding. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding, or that would or could result in my participation creating a risk of danger to myself or to others. I also understand that should I request a copy of the Rules, Safety Rules & Responsibilities as well as a copy of this agreement & I will be given one. I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs. I agree not to participate in ATV, UTV, Dirt Bike and Trucks w/ event(s) and riding while under the influence of alcohol and/or drugs. I acknowledge that I have medical clearance from my (his or hers) personal physician for medical clearance to participate in ATV, UTV, Dirt Bike and Trucks or event(s) and riding should I require one if I am injured or disabled. I assert that I have not been advised or cautioned by a medical doctor or practitioner not to participate in ATV, UTV, Dirt Bike and Off-Road Trucks event(s) and riding. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the course of any given day or night, and agree to withdraw immediately and notify appropriate personal if at any my continued participation would create a risk, danger or hazard to myself and/or others. I represent and warrant that I am covered by medical insurance as required by the United States of America. In the case of an injury or accident to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate emergency medical staff which is on call from the local area to make on my behalf (including but, not limited to CPR and AED). I authorize staff at 10290 Wilder Road Gowanda New York 14070 to secure emergency medical care and/or transportation (Example: Ambulance, EMS, Doctors) when deemed necessary I agree to assume all and any costs of emergency medical care and transportation. I acknowledge that I have been informed of rules and responsibilities for the property at 10290 Wilder Road Gowanda New York 14070. I agree to familiarize myself with those rules and responsibilities and follow them throughout my stay. I also recognize the authority of the owners od people at 10290 Wilder Road Gowanda New York 14070. If required I will halt all and any participation if asked. I also acknowledge that should I violate any of the rules and responsibilities and asked to leave I will do so. I acknowledge that if asked to leave there

