



**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK INDEMNITY AGREEMENT**

**IN CONSIDERATION** of being permitted to enter upon, be present at, and use the (**CAPITAL AREA TRAILRIDERS ASSOCIATION, INC.**), property (hereinafter referred to as the "Premises"), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including, without limitation, the operation, engagement, racing (competitive or otherwise), or maintenance of any motorized mode of transportation, including without limitation, snowmobile and motorcycles, any and all other activity incidental thereto including without limitation the passive, casual, or active observance of any of the aforementioned purposes and activities (hereinafter collectively referred to as "Activities"). The undersigned, on behalf of the undersigned, the undersigned's personal representative, heirs, next of kin, and any and all other persons using the premises for the Activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned").

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **releases, waives, discharges and covenants not to sue** the owner of the Premises, any individual engaging in the activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultant and others who give recommendation, direction, or instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees (hereinafter referred to as "Released"), from all liability to the Undersigned for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, **whether caused by the negligence of the Releases or otherwise.**
3. Hereby agrees to indemnify and **save and hold harmless the Releases** and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of the Releases or otherwise.**
4. Hereby **assumes full responsibility** for any risk of bodily injury, death, or property damage arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of the Releases or otherwise.**
5. Hereby acknowledges that the Activities are very dangerous and involve risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases.
6. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Extends to **all acts of negligence by Releases, including negligent rescue operations** and is intended to be as broad and inclusive as is permitted by Laws of the State of New York, that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me, intend my signature to be a complete, continuing and unconditional release of all liability to the greatest extent allowed by law.

Witness  
Name (*printed*) : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Member #1  
Name (*printed*): \_\_\_\_\_

Signature: \_\_\_\_\_

Member #2  
Name (*printed*): \_\_\_\_\_

Signature: \_\_\_\_\_