



Name:	Date:
Address:	Vehicle:
Telephone:	Contact:

In this Agreement the following words shall bear the meaning ascribed to them:

I understand that any fees required by the Club are solely for attendance of the Event and do not provide or infer any other rights, remedies or abilities. I understand that the Club at its sole discretion and without explanation may deny me attendance at the Event or may ask me to leave at any time. This agreement shall apply to any and all Events, now and in the future.

I understand and agree that the Club does not take any responsibility whatsoever for any damage that may occur to any vehicle operated by me at the Event. . Furthermore, I attend any Event at my own risk and assume responsibility and liability for my own actions and those of my passengers. I understand that traveling Off-Road entails some inherent risks. These risks occur as a result of traveling on unpaved roads and terrain and I understand that there is potential for harm to myself, my passengers and my vehicle and I hereby release the Club from any liability whatsoever howsoever it may arise and regardless of fault.

I hereby warrant that any vehicle I operate at the Event will be fully insured for the purposes of the Event and in good road worthy condition and I indemnify the Club against any claims howsoever arising from any damage to my vehicle, other vehicles, third parties and property as a result of my actions or the actions of others.

I understand that medical services or facilities may not be readily accessible during some or all of the time in which I am participating in an Event. I am solely responsible for judging my own qualifications, abilities and safety during any of the activities in which I choose to participate. Furthermore, my participation in an Event is at my own risk and I hereby release the Club from any liability whatsoever regarding advice, suggestions, and aid given during an Event by any person or persons regardless of any association with the Club.

I understand that people with certain medical conditions, including but not limited to back problems, heart conditions and pregnancy, should not participate in Off-Road activity. I agree that neither I nor my passengers will engage in an Event that we are physically unsuitable for and release the Club of any liability whatsoever in this regard.

In consideration of the Club permitting me to engage in an Event, I on my own behalf and on behalf of my heirs, representatives, administrators and assigns, hereby waive and release any and all claims, demands, causes of action, suits and rights I, or anyone on my behalf, might have against the Club for personal injury including death, loss or damage to my property, which I or anyone claiming by or through me may have against the Club as a result of my taking part in an Event. Furthermore I agree that I will not, nor will anyone acting on my behalf claiming by or through me, bring or maintain any suit in court to assert any claim against the Club for any claim that I might have arising out of my participation in an Event. I hereby confirm that I am releasing, waiving my rights and agreeing not to sue the Club.

I hereby agree to drive my vehicle and act within the law, other applicable local, State or Federal codes or ordinances and behave in a responsible manner and understand that I may be personally held liable for any damages caused directly or indirectly to other vehicles, persons or property as a result of my actions. Furthermore, I understand and agree that the Club does not transfer or assign any rights to access public or private property and that my participation in an Event is at my own choosing and risk.

I hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I further state that I have read the above agreement, prior to its execution, and that I am fully familiar with the contents thereof. This agreement shall remain in force and effect indefinitely. This agreement will be governed by the laws of the State of Texas. If any provision(s) of this agreement is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

I UNDERSTAND THAT ENGAGING IN OFF-ROAD ACTIVITIES CONSTITUTES MY INVOLVEMENT IN A VERY HAZARDOUS AND DANGEROUS ACTIVITY WITH ACCOMPANYING RISKS OF PERSONAL INJURY OR DEATH AND LOSS OR DAMAGE TO PERSONAL PROPERTY, AND I HEREBY VOLUNTARILY ASSUME THOSE RISKS AND RELEASE THE CLUB OF ANY LIABILITY.

Signed:	Dated:
Name:	Witness:

**IMPORTANT**: If the participant is under the age of 18 or other age that disqualifies them from legally entering into this agreement, then this agreement must be signed by a legal guardian on the participant's behalf.

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<sup>&</sup>quot;Club" shall mean Hummer X Club (a not for profit organization), sponsors, advertisers, members and affiliates, and any other individual or organization involved with any event organized or promoted by Hummer X Club.

<sup>&</sup>quot;Event" shall mean any event organized or promoted by the Club.

<sup>&</sup>quot;Off-Road" shall mean any terrain that is not paved highway, regardless whether it is private or public access.