



Must read, sign and bring to check in for each participant

WAIVER AND RELEASE OF LIABILITY AGREEMENT TO IDEMNIFY
ALL – FOUR MICHIGAN ATV / ORV SPRING RALLY

WARNING: DANGERS OF PARTICIPATION

I, _____, understand that the activities and use of an ATV / ORV can be dangerous depending on how they are used and involve a variety of risks including by way of example only and without limitation: tipping over, difficulty in steering difficulty in stopping, crashing the ATV/ORV, fatigue, exhaustion and/or serious physical injury, including brain damage, paralysis or death.

1. Assumption of Risk

I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I AND/OR ATV/ORV MAY SUFFER WHILE PARTICIPATING IN THE ACTIVITIES. I hereby undertake and agree, while using ATV/ORV and participating in the activities, to respect and comply with all applicable laws, rules and regulations governing the ATV/ORV, comply with directions and/or instructions given, including without limitation the content of attached safety checklist. I shall be responsible for all fines, penalties and property damage I may incur, personal injuries or property damage incurred by others as a result of my conduct when participating in the Activities.

2. Rules of Participation and Familiarity with Attach Safety Checklist

I have familiarized myself with the laws applicable for use of ATV/ORV and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to obey such rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.

3. No Alcohol or Drug Consumption

I agree that I will not be under the influence of alcohol, drugs or anything that could impair my faculties and/or judgment while using an ATV/ORV or engaged in the Activities.

4. Waiver and Release of Liability

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Fishweb Inc. and/or their parent, subsidiaries, successors or predecessors in interest, assigns or any related or affiliated entities, their employees, volunteers, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, an account of, growing out of, or in any way related to, the Activity, ATV/ORV, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages or intangible damages occurring at the time hereafter.

5. Specific Release/Waiver of Unknown Claims

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activity or ATV/ORV and matters discussed herein. Nevertheless, I acknowledge that it is my intention to fully and completely waive and release the Released Parties from all such unknown matters and claims.

6. Indemnification

I hereby agree to indemnify, defend (with counsel satisfactory to Fishweb Inc) and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of ATV/ORV, or my participation in the Activities.

7. No Representations or Warranties by Released Parties

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or trails. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities or trails.

9. Entire Agreement/Severability

This Waiver/Release contains the entire agreement between me and the Released Parties, and the terms of the Waiver/Release are contractual. This Waiver/Release may not be modified in any way. If any part of this Waiver/Release is determined to be invalid by law, all other parts of this Waiver/Release shall remain valid and enforceable. This Waiver/Release shall be governed by the laws of the State of Michigan (without regard to conflict of law provisions).

SAFETY CHECKLIST

IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THESE ELEMENTS, **INITIAL EACH ELEMENT.**

Initial boxes

	The United States Consumer Product Safety Commission has concluded that all ATV/ORV's may present a risk of death or severe injury in certain circumstances.
	We recommend that, if you have no prior experience with ATV/ORV's, you take an approved training course prior to trip.
	Never carry any passenger, unless ATV/ORV model is specifically designed by the manufacturer for such use.
	Before starting out: verify brake and throttle operation.
	Understand and respect the performance and operational characteristics of the ATV/ORV. Read the operators guide, the Safety handbook, as well as the on-product warnings.
	Know and abide by the laws rules and regulations for ORV use in the State of Michigan and the local counties.
	Always operate at safe speeds considering, the terrain, the visibility conditions and your experience. Be prepared to stop or alter course in case of emergencies.
	Always wear appropriate protective clothing and apparel, including an approved helmet and eye protection.
	Never drive while impaired by alcohol, drugs, medication, illness, fatigue or injury.

Full Understanding of Release, Waiver and Safety Checklist/No Coercion

I, the undersigned, declare that I have fully read and understand this final and complete Waiver and Release of Liability and Safety Checklist. I declare that I have not been influenced to any extent whatever in making this release by any statements or representations regarding the Activity or any other matters, made by Release Parties and understand that I am giving up substantial rights by signing it and do so voluntarily.

(signature of releaser)

(print name)

(If under 18 signature of guardian)

(print name)

signed date: _____ / _____ 2010