

## RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

IN CONSIDERATION of being permitted to participate in Off Highway Recreational Vehicle ("OHV") activities such as OHV driving, riding, observing, spotting, or participating in any way in any New Mexico 4 Wheelers ("NM4W") OHV activities ("the Activities"), I agree:

1. I relieve NM4W from all liability for injury or property damage resulting from the negligent act of another. NM4W shall not be liable for any damages in connection with the Activities.
2. **I AGREE NOT TO SUE** NM4W, its board of directors and officers, the promoters, participants, sanctioning organizations or any subdivision thereof, trail leader(s), vehicle owners, riders, spotters, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the activities, premises and activities inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions, or conduct Activities ("releasees"). I release each releasee, their directors, officers, agents and employees, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE TO PERSON OR PROPERTY, including up to DEATH and TOTAL LOSS of property, caused by negligence of releasees.
3. I acknowledge that OHV ACTIVITIES ARE INHERENTLY DANGEROUS AND INVOLVE RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, including but not limited to vehicle roll overs, out of control vehicles causing injury or death to vehicle occupants and/or spectators, and personnel slips/trips/falls while off-highway. Off-highway driving (just like highway driving) is associated with a certain amount of risk and there is no way for anyone to determine whether or not me or my passengers will be hurt, and/or my vehicle damaged.
4. RIDE AT YOUR OWN RISK! I assume full responsibility for my vehicle, any and all occupants including minor children, pets, or parts, and will exercise sound judgment when driving. I understand I am ultimately responsible for myself, vehicle, and occupants at all times. If I do not feel comfortable with a particular obstacle on the trail, I agree I must take the by-pass, or turn around and go back. I understand that my vehicle is highly likely to suffer trail damage. I understand that NM4W may provide advice and trail ratings, but that it has no legal duty to do so and that I must exercise reasonable care for my own safety and property even when receiving guidance or directions from the trail leader or anyone else on the trail who may choose to help spot or offer guidance. I agree that I am responsible for my decision to bring any minor children along on OHV rides and expressly covenant not to sue for any injuries sustained by minor children in connection with the Activities caused by the negligence of releasees.
5. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF Releasees, and agree not to sue for any such injuries, including death.
6. If, despite this release, I or anyone on my behalf makes a claim against any of the releasees named above in connection with the Activities, I agree to indemnify the releasees and their insurance carrier, and each of them from any litigation expenses, attorneys' fees, loss, liability, damage, or costs they may incur due to the claim made against any of the releasees named above.
7. I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the ACTIVITIES are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. I agree that this Release will be governed by the laws of the State of New Mexico.
9. I agree that regardless of whether I am spectating or driving that I WILL NOT DRINK ALCOHOL OR USE ANY DRUGS, legal or illegal, that may impair my judgment during any of the NM4W ACTIVITIES. I agree that at all times, while riding in a vehicle participating in the ACTIVITIES, I will wear my seat belts or safety restraint devices. If I am an owner/driver of a vehicle participating in the ACTIVITIES, I certify that the vehicle has been inspected and is in good mechanical condition and is properly insured. I understand my duty to be familiar with, and I agree to abide by, all applicable laws and regulations regarding OHV use.

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 AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Address: \_\_\_\_\_ Date: \_\_\_\_\_