

# **YOU MUST UNDERSTAND AND SIGN THIS WAIVER AND RELEASE OF LIABILITY, TO ENTER BUNDY HILL OFFROAD TRACK AND TRAILS**

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT BUNDY HILL RECREATION, LLC & B.H.O.W.A.**

IN CONSIDERATION of being permitted to enter, for any purpose, BUNDY HILL RECREATION, LLC ORV/ATV park, quarry (hereinafter referred to as Bundy Hill Offroad and therein being defined as including but not limited to any and all areas designated as Bundy Hill , gravel operation, riding areas, farmlands, concessions, campgrounds and other areas appurtenant to any area where any activity shall take place) or being permitted to compete, officiate, observe, work for, volunteer or for any purpose participate in or attend any activity that may take place at Bundy Hill Off Road.

EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such Bundy Hill Off road areas, and will continuously thereafter, inspect such Bundy Hill Offroad areas, and all portions thereof which he/she enters and with which he/she comes in contact and does further warrant that his/her entry upon such BUNDY HILL OFFROAD area or areas and his/her participation, if any, in the activities, constitutes an acknowledgment that he/she has inspected such Bundy Hill Offroad areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in on or about the ORV/ATV park areas and he/she feels anything to be unsafe, he/she will immediately advise the Bundy Hill Offroad Recreation staff of such and will leave the area.

1. HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE the owners, operators, participants associations, sanctioning organization or any subdivision thereof, Interstate operator, ORV/ATV park owner, any persons in any BUNDY HILL OFFROAD area, promoters, sponsors, owners, lessees or lessors of premises used to conduct BUNDY HILL OFFROAD and each of them, their officers and employees, and for all of the purposes herein are referred to as "releases" from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin 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, whether caused by the negligence of the releasers or otherwise while the undersigned is in or upon any of the BUNDY HILL OFFROAD areas, and/or, competing, officiating in, observing, working for, or for any purpose participating or being at BUNDY HILL OFFROAD.

2. 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 due to the presence of the undersigned in or upon any BUNDY HILL OFFROAD area and in any way competing, riding, officiating, observing or working for or for any purpose participating or being at BUNDY HILL OFFROAD whether caused by the negligence of the releases or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the areas of BUNDY HILL OFFROAD and/or while competing, riding, officiating, observing, or working for, volunteering or for any purpose participating in or being on the premises of BUNDY HILL OFFROAD.

4. FURTHER, I RECOGNIZE that the operation of off road Vehicles, ATV's and Dirt bikes and activities related thereto can constitute a dangerous activity, and voluntarily assume all risk of any damage, injury or loss which may occur to me during the course of my activities related thereto.

5. FURTHER, I VOLUNTARILY ASSUME RESPONSIBILITY for my actions while upon the BUNDY HILL OFFROAD property or premises and I will endeavor to conduct myself in a manner consistent with the safe operation of Off Road Vehicles, ATV's and Dirt bikes and in activities thereto.

6. FURTHER, I RECOGNIZE AND ACKNOWLEDGE the fact that third parties may or will be present on BUNDY HILL OFFROAD property or premises and may be engaging in the operation of Off Road Vehicles, ATV's and Dirt bikes and activities related thereto during the same period of time in which I will be engaging in the same or similar activities. Further, I recognize that BUNDY HILL OFFROAD is not an insurer of my safety or responsible for damage incurred by me resulting from the activities of third parties during the course of our activities at BUNDY HILL OFFROAD.

7. FURTHER, I UNDERSTAND THAT BUNDY HILL OFFROAD RECREATION makes no express or implied representation as to the condition of any roads, buildings, gates, construction debris, equipment or other improvements on BUNDY HILL OFFROAD property in which the activities described herein will take place. I also understand that I may be exposed to other dangerous conditions, risk and hazards on any BUNDY HILL OFFROAD area in question, including, but not limited to, poisonous snakes, insects and spiders, blinds and tree stands, erosion and general conditions of the land both on and off roadways which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and or potentially dangerous, as well as deep water, unsound terrain and other potentially hazardous conditions of any BUNDY HILL OFFROAD area. I expressly acknowledge the existence of all such risk, hazards, and dangers to which I may be exposed to in any BUNDY HILL OFFROAD area.

8. IN ADDITION TO THE FOREGOING AND FOR THE SAME CONSIDERATION previously stated, I hereby voluntarily agree to indemnify, defend, protect, and hold harmless BUNDY HILL OFFROAD and any of its divisions, owners, officers or employees, volunteers, leasers, for or against any and all manner of claims, causes of action, or liability arising out of any incident, injury, or damage to any other individual present at BUNDY HILL OFFROAD, for any reason, while I am on or about BUNDY HILL OFFROAD.

9. FURTHER, I UNDERSTAND that by indemnifying BUNDY HILL OFFROAD, should it be necessary for BUNDY HILL OFFROAD, or some agent thereof, to incur attorneys fees and costs to enforce this agreement, of any portion thereof, I voluntarily agree to pay BUNDY HILL OFFROAD, or any of its agents, reasonable costs and attorneys fees arising there from.

10. FURTHER, I CERTIFY that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party, or myself, as a result of my participation in the aforementioned activities. If I have no insurance, I am certifying that I am capable of personally paying any and all such expenses or liability.

11. ACCIDENTS must be immediately reported in writing to the office at 9960 Chicago Rd in Jerome, MI 49249 and in any event within 24 hours after the accident. Customer must immediately deliver to the office address above every process, pleading or paper relating to any claims, suits and proceedings. Customer shall not aid any claimant but shall cooperate fully with the Owner in all manners connected with any claims or suits.

*We reserve the rights to use, with discretion, media recorded on this property, either recorded by our staff or sent to us or taken by any outside source.*

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the riding, activities and/or racing events are very dangerous and involves the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad as inclusive as is permitted by the laws of the State of Michigan in which BUNDY HILL OFFROAD is 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

**“WE/I, THE UNDERSIGNED, HAVE READ AND SIGNED A SEPARATE RELEASE AND AGREE THE SIGNED RELEASE SHOULD BE MADE PART OF AND INCORPORATED INTO THIS AGREEMENT.**

***I HAVE READ AND UNDERSTAND THIS RELEASE***

PRINT NAME \_\_\_\_\_

SIGN NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-mail \_\_\_\_\_

(Circle Interest) JEEP 4X4 VEHICLE SUV BUGGY ATV DIRT BIKE SIDE BY SIDE 6 WHEELER

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WITNESSED BY: \_\_\_\_\_