

Agreement, Release and Indemnity. -READ CAREFULLY -

**WAIVER INDEMNIFICATION & LIABILITY RELEASE**

I, \_\_\_\_\_ (Print Name),  
wish to participate in Off Road vehicle activities at The Cove Campground, in Gore Virginia.  
In return for my being permitted to do so, I voluntarily enter into this agreement and give this release and indemnity.

1) Compliance with Rules. I agree to comply with all rules of the campground, and all specific rules for Off Road Vehicle activity. My endorsement of this release will serve as testament that I have asked for, obtained, read, and understand all the rules.

2) Acknowledgment and Assumption of Risk. I am aware that motorcycling and other off-road vehicle activities are inherently dangerous. I could be injured, killed, have my property damaged or be held responsible for harm to others. I am voluntarily participating in these activities at The Cove Campground with knowledge of the dangers, and I assume all of the risks associated with motorcycling and other off road vehicle activities including, without limitation, the risks noted above.

3) Release. I hereby release, waive, discharge the Released Parties (as defined below), from and for any and all claims, liability, loss, cost or expense of any kind (including without limitation, liability for attorneys fees and costs) arising directly or indirectly (and whether foreseeable or unforeseeable) from my participation Off Road vehicle activities. Without limiting the generality of the foregoing, the scope of this release includes

- (i) all liability of the Released Parties for any injury, death or property loss to me,
- (ii) all liability of the Released Parties for any injury, death or property loss to others
- (iii) all claims for indemnification, contribution, subrogation or exoneration that may be sought by me or through me from any Released Party
- (iv) all liability of the Released Parties arising directly or indirectly (and whether foreseeable or unforeseeable) as a result of any allegation of negligence, recklessness or other wrongful conduct (including, without limitation, intentional acts) of any of the Released Parties.

4) Indemnity. I further agree to defend, indemnify and hold the Released Parties from and against all claims, demands, losses and expenses, including attorney's fees, asserted or incurred by reason of my actions before, during or after Off Road vehicle activities.

5) Released Parties. "Released Parties" as used herein includes The Cove Campground, its officers, directors, servants, volunteers and employees, all parties associated with, or guests of, the Cove Campground or any of it's lessees, and all other persons or organizations operating in or near The Cove Campground, the Cities and the State of Virginia, Sponsor(s), co-sponsors, associate sponsors, of any organized off road vehicle event at The Cove Campground, all guests and visitors to The Cove Campground, and all representatives of any entity with access authorized by management of The Cove Campground.

6) In The Event Of Injury. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during participation in off road vehicle activities. I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

(over)

7) General.

a) Several Agreements. The agreements herein set forth are intended by me to be independently binding upon me. In the event that any portion of this agreement is held to be unenforceable for any reason,

- (i) such holding shall not affect the enforceability of the remaining provisions hereof and
- (ii) the court shall enforce any otherwise unenforceable provisions hereof to the fullest extent permitted by law.

b) Capacity. The agreements herein set forth are entered into by me in each and every capacity in which I participate in Off Road vehicle activities at The Cove Campground, whether as a driver, a passenger or otherwise.

c) Attorneys Fees and Costs. In the event that any Released Party is required to retain an attorney to enforce any term or condition hereof as a result of any claim presented by me or on my behalf, I agree to pay the reasonable attorneys fees and costs of suit so incurred by such Released Party.

d) Binding Effect. This agreement is binding upon, my heirs, representatives, successors and assigns and upon anyone else who might claim a loss on account of anything happening to me.

If I am signing this Agreement and Release of Liability for a minor, I give and agree to it on his or her behalf, as someone lawfully authorized to do so. I fully accept its consequences to me. I also agree to be responsible for his or her needs and conduct in connection with Off Road vehicle activities at The Cove Campground.

\_\_\_\_\_ (for)  
(Date) \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Minor's Name) \_\_\_\_\_ (Relationship)

I HAVE CAREFULLY READ THE ABOVE AND THE ATTACHED RULES AND REGULATIONS. I FULLY UNDERSTAND THEM, AND I AM SIGNING OF MY OWN FREE WILL.

\_\_\_\_\_ (Date) \_\_\_\_\_ (Signature)

*Emergency contact Information:*

Name: \_\_\_\_\_  
Tel. # \_\_\_\_\_ Relation: \_\_\_\_\_  
INSURANCE CARRIER \_\_\_\_\_  
Policy# \_\_\_\_\_

\* **IMPORTANT:** If you do not have medical insurance, we strongly suggest that you do not participate in off road vehicle activities

*Personal Information:*

Address \_\_\_\_\_ Age \_\_\_\_\_  
City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_  
Tel # (h) \_\_\_\_\_ (w) \_\_\_\_\_