

ACKNOWLEDGMENT OF RISK, ASSUMPTION OF RISKS & RESPONSIBILITY**WARNING!!! RELEASE OF LIABILITY**

STATEMENT OF RISK: There are significant elements of risk in any adventure, sport/activity associated with Troop 628, the outdoors, the presence or use of motorized vehicles, the activities incidental thereto (referred to herein as "activity"). Although we have taken reasonable steps to provide you with the appropriate equipment and/or skilled staff so that you can enjoy the activity for which you may not be skilled, **THE ACTIVITY IS NOT WITHOUT RISK**. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can cause loss or damage to equipment, cause accidental injury, illness or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks and dangers of operation.

ACKNOWLEDGMENT OF RISK: I acknowledge that the following describes some, but not all, of the risks of participating in this activity: 1) Collision with any of the following: other participants, the vehicle in which I/we are riding or any other portions of said vehicle, other vehicles, and man-made or natural objects; 2) Wind shear, inclement weather, lighting, variances and extremes of wind, weather and temperature; 3) My sense of balance, physical coordination, ability to operate equipment, ride and/or follow directions, understand & read English; 4) Collision, sinking in water and/or mud or other hazards which may result in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 5) Getting on or off the vehicle; 6) Travel, including travel to/from the activity; 7) The presence of insects, cactus, plants & other wildlife; 8) Equipment failure or operator error; 9) Heat or sun related injuries or illnesses including sunburn, sunstroke or dehydration; 10) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase risk of an accident. I am (we are) aware that this activity may entail risks of injury or death. I/we understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of my/our participation in the activity. **PLEASE RIDE RESPONSIBLY.**

EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY: I/we agree to assume responsibility for the risks of the activity identified herein and those risks not specifically identified herein. My/our participation in the activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or any drugs at this time and sufficiently qualified, trained and capable to participate in the activity. I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydrations, drowning, oxygen shortage (anoxia) and/or exposure, head, neck, and/or spinal injuries, bit or attack by an animal, insect, or marine life, allergic reaction, shock, paralysis, death and possible financial hardship from these injuries. I/we agree to participate in the activity in spite of these risks. I am responsible for protecting my skin and eyes from the elements. I agree to wear an approved quad/atv helmet while participating

in the activity. This is a basic safety precaution and is supplied & required. Participation includes riding on any quad/atv.

AUTHORIZATION: **X**_____ (initial) I hereby authorize any emergency medical treatment deemed necessary in the event of any injury I may incur while participation in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I acknowledge for myself and any other minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, agrees that: Mike Allen, Steve Campos, Jim Bothwell, Jack Daum and Troop 628 its principals, directors, officers, agents, employees and volunteers, their insures and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insures, if any, **SHALL HAVE NO LIABILITY OF ANY NATURE FOR ANY & ALL DAMAGE TO ME OR OTHER PERSONS OR PROPERTIES** as a result of my/our participation in the activity. This release includes any acts, omissions or negligence of the owner/entity named above, their agents, employees, joint ventures, servants, and their insurer(s) and I hereby release and discharge the owner/entity named above, their employees, agents, servants or assigns and their insure(s), if any, from any such damage or injury to persons or property.

I HAVE READ THE ACKNOWLEDGMENT OF RISKS, ASSUMPTIONS OF RISK AND RESPONSIBILITY AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM EXPRESSING MY INTENT TO WAIVE VALUABLE LEGAL RIGHTS INCLUDING ANY AND ALL RIGHTS I MAY HAVE NOW OR IN THE FUTURE AGAINST THE OWNER, THEIR EMPLOYEES, SERVANTS OR ASSIGNS.

EMERGENCY CONTACT NAME: _____ **.Phone#** _____

I HAVE READ & UNDERSTAND THE ABOVE STATEMENTS & AM 18 YEARS OLD OR OLDER

SIGNATURE: **X** _____ **DATE:** _____

Home Telephone Number: _____

Cell Telephone Number: _____

Work Telephone Number: _____