

SCORR Tenderfoot Track Club

P.O. Box 1789, Frisco, CO 80443

RELEASE FROM LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR SUMMIT COUNTY OFF-ROAD RIDERS (SCORR) AND TENDERFOOT TRACK CLUB

In paid consideration of being permitted to use the SCORR Tenderfoot Track Club riding area, hereafter referred to as "OHV Park", I agree with my payment, signature, or checkbox, hereafter referred to as "Sign" on behalf of myself any minor child(ren), state and affirm as follows:

1) I understand, acknowledge and agree that: the activities that I, or my minor child as applicable (hereafter referred to as the "Participant"), may engage in at the OHV Park include the operation of OHVs, the improvement or maintenance of the OHV Park and other activities relating to such uses causing Participant to be present at the OHV Park, (hereafter referred to as the "Activities"; the OHV Park is intended to be used by the general public for the recreational use of off-highway motor vehicles ("OHVs"); the OHV Park includes man made features such as ramps, jumps and motocross track; the OHV Park includes typical naturally occurring features for unimproved land such as uneven terrain, and; use of the OHV Park may not be supervised:

2) I understand and acknowledge that the Activities are HAZARDOUS, that participation in the Activities and even mere presence at the OHV Park involve significant risk of physical injury, death and property damage, and that Participant is voluntarily, and in the case of a minor child Participant - with my consent, participating in this Activity with my full knowledge of the nature of the danger involved and I hereby agree to assume any and all risks of property damage, personal injury or death to participant associated with Participant's participation in the Activity, presence at the OHV Park or any activities in connection therewith.

3) I, for myself, Participant and our respective heirs, legal representatives, executors, administrators and assigns, hereby release, waive, forever discharge and covenant not to sue and hold harmless the OHV Park, Summit County Off Road Riders (SCORR) or Summit County Government, their heirs, administrators and executors, successors, assigns, contractors, volunteers or agents (together and individually the "Released Parties"), of and from any and every loss or damage, claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident that may occur as a result of Participant's participation in the Activities, presence at the OHV Park or any activities in connection therewith.

4) I agree that Participant shall abide by and comply with all applicable rules and regulations regarding use of the OHV Park or Participation in the Activities, and further that nothing in this Release shall relieve Participant from any obligations which they may have to exercise care in the use of the OHV Park or participation in the Activities or from any legal consequences of failure to employ such care.

5) This Release of Liability is governed by the laws of the State of Colorado and is intended to be interpreted as broadly as possible and shall be binding to the fullest extent of the law. I agree that exclusive jurisdiction and venue for any legal action arising from Participant's participation in the Activity shall be in the District Court of Summit County, Colorado. I understand and acknowledge that nothing herein shall constitute a waiver or limitation on any right or immunities possessed by the Released Parties pursuant to section 24-10-101, et seq., C.R.S, or any other any other applicable legal authority including section 33-41-103, C.R.S. If any part of this agreement is determined unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ EACH PAGE OF THE FOREGOING AGREEMENT, UNDERSTAND THE CONTENTS HEREOF, AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST AND SIGN THIS RELEASE VOLUNTARILY. I further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

If Participant is under 18 years old on the date of the Activity then Participant's Parent or Legal Guardian must complete this RELEASE FROM LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR OHV PARK on Participant's behalf.

Signature of Participant 1 or Parent/Guardian

Printed Name _____ Signature _____ Date: _____

Signature of Participant 2 or Parent/Guardian

Printed Name _____ Signature _____ Date: _____

Printed Name(s) of Child(ren)

Email address: