

THIS IS A RELEASE OF ALL LIABILITY

BARNES CORNERS SNO-PALS INC. ANNUAL SNIRT RUN WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELEASE AND INDEMNITY

By signing, I agree to release, hold harmless, and forever discharge Barnes Corners Sno-Pals, Inc., Lewis County, Town of Montague, Town of Pinckney, Town of Lowville, Town of Turin, Town of Martinsburg, Town of West Turin, Town of Harrisburg, Town of Worth, Town of Adams, Town of Lorraine, Town of Rodman, and their respective parents, subsidiaries, affiliates, officers, directors, officials, agents, representatives, volunteers, and/or employees, additional insureds, (together "Releasee") for and from any liability, loss, claim, lawsuit, damages, personal injury, including but not limited to paralysis or death, which may relate in any way to or from the operation or use of an ATV/UTV and/or participation in the SNIRT Run which the undersigned participates in at his or her own free will, including but not limited to Releasee's negligence and/or failure to use reasonable care in designing, maintaining, or otherwise supervising the SNIRT Run, training any employee or volunteer in any way whatsoever regarding the use, operation, or maintenance of the UTV/ATV and/or SNIRT Run trail, creating, designing, maintaining, signing, cleaning, or otherwise providing upkeep on real property where the UTV/ATV is operated, and/or participation in the sport of ATV/UTV operation as generally described above.

I further state that I know the risks and dangers to myself and my property attendant to the operation of an ATV/UTV and/or participation in the SNIRT Run. I acknowledge that this Agreement constitutes a binding promise and voluntarily, in reliance on my own judgment and ability, assume all risk of loss, claims, damages, personal injury, including but not limited to paralysis or death, which may relate in any way to or from the use of the ATV/UTV and/or participation in the SNIRT Run including but not limited to Releasee's negligence and/or failure to use reasonable care in designing, maintaining, or otherwise supervising the SNIRT Run, training any employee or volunteer in any way whatsoever regarding the use, operation, or maintenance of the UTV/ATV and/or SNIRT Run trail, creating, designing, maintaining, signing, cleaning, or otherwise providing upkeep on real property where the UTV/ATV is operated; and/or participating in the sport of ATV/UTV operation.

I also represent, warrant, and agree that I have not consumed and will not during the SNIRT Run period consume any alcoholic beverages or take any drugs or medication which would in any way inhibit, alter, or impact in any way my ability to operate the ATV/UTV.

I represent and warrant that as the operator of the UTV/ATV I will be the sole individual operating the UTV/ATV and further that I will indemnify and defend any Releasee, as applicable, in the event I breach this promise and allow any other individual to operate or use the UTV/ATV during the SNIRT Run.

I represent, warrant, and acknowledge that I expressly relieve Releasees of any liability that they may have had for any personal injuries or damages I may suffer because of either's negligence.

I represent, warrant, and acknowledge that this Release of All Liability will be and is binding on my heirs, next of kin, representative, or assigns.

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I further represent, warrant, and acknowledge that this is a ROADS ONLY event and that any deviations from the course on the map provided to me may result in my arrest. Further I assume all liability for all damage I may do should I deviate from the route. I understand that this event is only open from 8am to 6pm on Saturday March 30, 2024, and that the roads are only open for those participating in the event.

PERMISSION TO CONTACT: By signing, I agree to be contacted at the address, email, and/or phone numbers provided by Barnes Corners Sno-Pals Inc., Trailfighter regarding Ride, Race, and Event information. I may be contacted by email, text, phone, mail, or electronic recorded call.

I understand that I can opt out at any time.

[] Opt Out from receiving information about other ride opportunities.

MEDIA RIGHTS: By signing below I agree that Barnes Corners Sno-Pals Inc. shall have the unrestricted right and license to use my image, likeness, name, voice, comments or other proprietary or public rights and that of any minor accompanying me in any broadcast, telecast or photograph and/or video and/or audio sound recording taken in connection with the SNIRT Run or other transmission or reproduction in whole or in part of the SNIRT Run, for all purposes, without compensation.

Participant ___ **Driver** ___ **Rider**

Print Name: _____

Street Address: _____

Email: _____

City, State, Zip: _____, _____, _____

Cell Phone: (_____) _____ - _____

Home Phone: (_____) _____ - _____

Date: ___/___/2024 **Participant Signature:** _____

Date: ___/___/2024 **Witness Signature:** _____

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PARENT / GUARDIAN WAIVER-RELEASE FROM LIABILITY

If applicant is under 18 years of age, that parent(s) or Guardian(s) MUST execute the following waiver:

The undersigned referred to as the parent(s) and natural guardian(s) or legal guardian(s) of identified minor(s) below and does hereby represent that he/she/ (they) is (are), in fact acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releaseses from all liability, loss, cost, claim or damage and release said releaseses on behalf of both the undersigned.

Minor Name: _____ DOB ___ / ___ / _____ Relationship to minor: _____

Minor Name: _____ DOB ___ / ___ / _____ Relationship to minor: _____

Minor Name: _____ DOB ___ / ___ / _____ Relationship to minor: _____

By signing below I agree that I have read this release and have full legal right to sign for the minor/s listed above.

Print Name: _____

Parent/Guardian Signature _____