

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**Definitions in this Agreement:**

- a.) The term "driving instruction and activities" shall include any instruction provided by any member of Off-Camber Crawlers, Inc. ("OCC"). It also includes all activities and services, either provided by or arranged by OCC. This definition also includes activities which are in any way related to either driving, stopping for any reason, classroom instruction, waiting for classes to start, waiting after classes, movement in and around vehicles, and any other activities occurring because of class or driving related to driving times or class times. The driving instructors and guides have not undergone formal training and are providing instruction and observations based on personal experience and common standards for trail riding.
- b.) The term "OCC" shall include officers, members, trail guides, and sponsors of OCC.

**Assumption of Risks:**

I am aware that driving, learning to drive, and any activity associated with this class involves risks, dangers, and hazards as well as the potential for crashes, serious injury and/or death. Motor vehicle crashes can occur due to my own error, the error of other drivers, mechanical failures, trail and weather conditions and other causes that cannot be predicted.

**Student Driver:** I fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage, or loss resulting there from. I represent that I am over the age of eighteen, and physically and mentally capable of driving a motor vehicle.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of OCC allowing me to participate in 101/201 Class, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against OCC and TO RELEASE OCC from any and all loss, damage, expense, or injury including death that I may suffer as a result of driving instruction and activities, due to any cause whatsoever
- 2. TO HOLD HARMLESS AND INDEMNIFY OCC from any and all liability for any property damage or personal injury to any third party resulting from my participation in driving instruction and activities
- 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death/child's death or incapacity.
- 4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Virginia and jurisdiction and venue for any claims between OCC and me shall be exclusively the Fairfax Circuit Court, Fairfax, VA
- 6. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST OFF-CAMBER CRAWLERS. In signing this agreement I agree to not bring any lawsuit against OCC or any of its members.

**Student Driver Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student Driver Printed Name:** \_\_\_\_\_