

## DIRTY TURTLE OFFROAD, LLC

**THIS IS A RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING THIS DOCUMENT –  
IT IS A BINDING AGREEMENT**

### **DTOR Waiver and Release of Liability**

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In consideration of **Dirty Turtle Offroad, LLC**, and EGL Properties, their owners, agents, officers, employees and other associates furnishing services, material and/or equipment to enable me to participate in an off-pavement driver education, and allowing access to a ORV off-road park, guided trail ride, general admission to Dirty Turtle Offroad, LLC, off-road related group/club activities, Motorcycle riding, or ATV/Quad riding, camping, hiking, biking, or any other activities, scheduled or unscheduled, I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for off pavement driver education, off- road driving, general admission to Dirty Turtle Offroad off-road related group/club activities, camping, hiking, biking, or other activities, scheduled or unscheduled, of which I may partake as a part of, prior to, or after participation in the present event; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risk and dangers may be caused by the negligence of the owners, employees, officers, or agents of **Dirty Turtle Offroad, LLC**, and EGL Properties, their owners, agents, officers, employees and other associates, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES**, whether caused by whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Dirty Turtle Offroad, LLC, and EGL Properties, their owners, agents, officers, employees and other associates

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Dirty Turtle Offroad, LLC** and EGL Properties, their owners, agents, officers, employees and other associates and their owners, agents, officers, employees and other associates from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in these activities which include, but are not limited to, the use of off-pavement or other types of vehicles, participation in driver education, trail rides, general admission to Dirty Turtle Offroad, LLC off-road related group/club activities, Motorcycle Riding, or ATV/Quad Riding, camping, hiking, biking, or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever releasing and **Dirty Turtle Offroad, LLC**, and EGL Properties, their owners, agents, officers, employees and other associates and their owners, agents, officers, or employees, from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligence or otherwise, and conduct by **Dirty Turtle Offroad, LLC**, and EGL Properties, their owners, agents, officers, employees and other associates and their owners, agents, officers, or employees.

I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Trimble County, Kentucky and I waive Jurisdiction and Venue anywhere else.

**BY THE INITIAL HERON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE FORGOING WAIVER AND RELEASE OF LIABILITY**      Initials \_\_\_\_\_

**DIRTY TURTLE OFFROAD, LLC**  
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**WAIVER OF RIGHTS TO PHOTOGRAPHIC AND/ OR ELECTRONIC IMAGES**

Assignee understands that Dirty Turtle Offroad, LLC, may take photographic or other electronic images of its events. Assignee hereby agrees that all photographers or other images obtained in any manner by Dirty Turtle Offroad, LLC, its agents, employees or associates are the property of Dirty Turtle Offroad, LLC. Dirty Turtle Offroad, LLC. reserves the right to use these images for any commercial or business purposes.

Assignee hereby waives all rights to said images and releases, remises and forever discharges, Dirty Turtle Offroad, LLC, its' agents, employees, officers, directors, shareholders and servants from any and all demands, actions, causes of actions, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **Dirty Turtle Offroad** , and EGL Properties, their owners, agents, officers, employees and other associates, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE PROVINCE OR STATE IN WHICH SERVICES, MATERIALS AND/OR EQUIPMENT ARE PROVIDED, AND THE COURSE OF BUSINESS IS CONDUCTED, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. ADDITIONALLY, I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITION THAT WILL PUT ME AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED.

I CERTIFY THAT WHILE RIDING AN ATV OR DIRTBIKE I WILL WEAR A HELMET AT ALL TIMES. \_\_\_\_\_

I CERTIFY TO OBEY THE SPEED LIMITS IN THE PARKNG AREA AND MAIN ACCESS ROAD. \_\_\_\_\_

I CERTIFY THAT I WILL NOT LITTER NOR WILL I CONSUME ANY ALCOHOL IN THE TRAIL SYSTEM. \_\_\_\_\_

I CERTIFY THAT I REVIEWED AND UNDERSTAND THE RULES OF DIRTYTURTLEOFFROAD.COM AND WILL ADHERE TO THEM. \_\_\_\_\_

**X**  
\_\_\_\_\_  
**GUEST MEMBERS SIGNATURE**

\_\_\_\_\_  
**DATE SIGNED**

\_\_\_\_\_  
**PLEASE PRINT NAME-MUST BE LEGIBLE**

\_\_\_\_\_  
**DATE OF BIRTH**

\_\_\_\_\_  
**ADDRESS**

\_\_\_\_\_  
**CITY, STATE**

\_\_\_\_\_  
**ZIP CODE**

**EMERGENCY CONTACT:**      **Name** \_\_\_\_\_ **Phone** ( ) \_\_\_\_\_ - \_\_\_\_\_