

Sun City Extreme Offroad park - el paso county, texas

I acknowledge and understand that if I am participating in any activity at Sun City Extreme OFF ROAD PARK or merely on the premises, that doing so is an inherently dangerous activity. I also understand that Sun City Extreme Owners and Partners, individually and not acting in concert with one another ("Sun City Extreme ENTITIES") and any sponsors, volunteers, security personnel, or employees, make no express or implied representation as to the conditions of the land, any roads, fences, building, gates, or other improvements to the land at Sun City Extreme OFF ROAD PARK. I also understand that I may be exposed to other dangerous conditions, risks, and hazards at Sun City Extreme OFF ROAD PARK including, but not limited to, hogs, poisonous snakes, insects, spiders, blinds and tree stands, erosion, other persons, security personnel, and general conditions of the land bot on and off roadways, which may create hazardous driving and walking conditions. Animals that I may encounter, both wild and domestic, may be diseased and/or potentially dangerous. I may also encounter diseased water, other persons with all-terrain vehicles, security personnel, and similar such risks, hazards, and dangers on or off Sun City Extreme OFF ROAD PARK property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS THAT I MAY BE EXPOSED TO AT Sun City Extreme OFF ROAD PARK. In exchange for the right to enter Sun City Extreme OFF ROAD PARK and engage in the activities described above, I HEREBY VOLUNTARILY RELEASE, FOREVER AGREE TO HOLD HARMLESS, AND INDEMNIFY Sun City Extreme OFF ROAD PARK ENTITIES AND ANY SECURITY PERSONNEL, SPONSORS, THEIR AGENTS OR EMPLOYEES, THEIR OWNERS, AND/OR ANY AND ALL OF THE PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING Sun City Extreme OFF ROAD PARK ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS. RIGHTS OF ACTIONS AND CAUSES OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT Sun City Extreme OFF ROAD PARK INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENT ACTS OR OMISSIONS OF Sun City Extreme OFF ROAD PARK, THEIR OFFICERS OR DIRECTORS, SECURITY PERSONNEL, SPONSORS, AGENTS OR EMPLOYEES, VOLUNTEERS, OR ANY OWNERS OF THE Sun City Extreme OFF ROAD PARK AND ANY AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH Sun City Extreme OFF ROAD PARK AND FOR ANY AND ALL INJURES, DEATH, ILLNESS, DISEASE, AND/OR DANGER TO MYSELF, TO OTHERS, TO MY PERSONAL PROPERTY OR TO THE PERSONAL PROPERTY OF OTHERS.

IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE AND RELEASE Sun City Extreme OFF ROAD PARK ENTITIES, SECURITY PERSONNEL AND SPONSORS, OFFICERS, DIRECTORS, AGENTS REPRESENTATIVES, GUESTS, INVITEES, EMPLOYEES, LAND OWNERS, VOLUNTEERS, AND ANY AND ALL PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRATING WITH THE Sun City Extreme OFF ROAD PARK ENTITIES FROM ANY LIABILITY FOR ANY DAMAGES CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF OTHERS OR NEGLIGENCE OF Sun City Extreme OFF ROAD PARK OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS EMPLOYEES, VOLUNTEERS AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRATING WITH Sun City Extreme OFF ROAD PARK ENTITIES.

I understand that by indemnifying Sun City Extreme OFF ROAD PARK AND ABOVE PARTIES should it become necessary for Sun City Extreme OFF ROAD PARK ENTITIES AND ABOVE PARTIES, or someone on their behalf, to incur attorney's fees for any costs to enforce this agreement, or any portion thereof, I agree to pay Sun City Extreme OFF ROAD PARK REASONABLE COSTS AND ATTORNEY'S FEES ARISING THEREFROM.

This release, discharge, and indemnification voluntarily given by me shall extend to and for the benefit of any individual, corporation, partnership, sponsor, or other entity associated with, contracting with, or affiliated with Sun City Extreme OFF ROAD PARK entities, their operations, Sun City Extreme OFF ROAD PARK property or any other entity associated with, contracting with or affiliated with Sun City Extreme OFF ROAD PARK entities, their operations, Sun City Extreme OFF ROAD PARK property in any capacity, including but not limited to, as a partner, landowner, volunteer, employee, contractor, security personnel, limited partner, shareholder, employee, representative, agent, or otherwise.

I acknowledge, by executing this Agreement and paying the required entry fees, I become a member of Sun City Extreme OFF ROAD PARK and in consideration thereof I HEREBY RELEASE Sun City Extreme OFF ROAD PARK, THEIR SPONSORS, OFFICERS AGENTS, EMPLOYEES, GUESTS, CONTRACTORS, VOLUNTEERS, OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH OR CONTRACTING WITH Sun City Extreme OFF ROAD PARK ENTITIES TOGETHER WITH ANY AND ALL LANDOWNERS, FROM ANY INJURY OR DAMAGE WHICH MAY RESULT FROM THE NEGLIGENT ACT, ERRORS, OR OMISSIONS OF ANY PERSON/OR ENTITY WHILE I AM ON THE PREMISES OF Sun City Extreme OFF ROAD PARK.

I further certify that I have sufficient health, accident, and liability insurance to cover bodily injuries or property damage I may incur or cause while participating in any activity at Sun City Extreme OFF ROAD PARK and hereby agree to cover any bodily injury or property damage caused to or by a third party as a result of my participation of the activities described above or presence in Sun City Extreme OFF ROAD PARK. If I have no insurance, I am certifying that I am capable of personally paying for any and all such expenses or liability.

I understand that Sun City Extreme OFF ROAD PARK ENTITIES, sponsors, booth exhibitors, or others who for promotional purpose, collect names and addresses in connections with admission registration or registration for events, competitions or drawings, may use my contact information for purposes of sending me promotional material or notification of future events. I hereby give my permission for such use.

I understand that while riding at Sun City Extreme OFF ROAD PARK, the laws of Texas and el paso County apply to consumption of alcoholic beverages while operating an all-terrain vehicle or other motor vehicle. I agree to comply with those laws and to not operate an all-terrain vehicle or motor vehicle while impaired or legally intoxicated. I will also refrain from having an open container of an alcoholic beverage while driving or riding in Sun City Extreme OFF ROAD PARK. Consumption of alcoholic beverages is permitted at campsites, or upon conclusion of riding. Law enforcement officers are frequent visitors to and security personnel at the park and will enforce DWI/DUI statutes. I HEREBY AGREE TO PROTECT, DEFEND, AND INDEMNIFY THE Sun City Extreme OFF ROAD PARK ENTITIES, AND THEIR OFFICERS, OWNERS, AGENTS, EMPLOYEES, AFFILIATES, OR ANY PERSONS OR ENTITIES ASSOCIATED THEREWITH, INCLUDING SECURITY PERSONNEL, FROM ANY ACTIONS, RIGHTS OF ACTION, CLAIMS, OR CAUSES OF ACTION THAT MAY ARISE OUT OF MY OPERATION OF AN ATV OR MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICANT. THIS INDEMNIFICATION SHALL EXTEND THROUGH DEPARTURE FROM Sun City Extreme OFF ROAD PARK, TO INCLUDE ARRIVAL AT MY DESTINATION, OR 24 HOURS, WHICFHEVER SHALL OCCUR FIRST. If any provision of this Agreement is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall never the less survive and continue in full force and effect without being impaired or invalidated in any way. **ALL RIDERS/PASSENGERS**

ARE REQUIRED TO FOLLOW ALL MANUFACTURE SAFETY RULES AS POSTED ON YOUR ALL TERRAIN VEHICLE OR AS STATED FROM THE ATV SAFETY INSTITUTE. BY SIGNING THIS FORM, I AGREE TO ALL OF THE ABOVE:

<hr/>	<hr/>	<hr/>
PRINT NAME	ADDRESS	DATE OF BIRTH
<hr/>	<hr/>	<hr/>
SIGNATURE	PHONE NUMBER	EMERGENCY CONTACT AND NUMBER
<hr/>	<hr/>	<hr/>
		TODAY'S DATE

PARENT/LEGAL GUARDIAN CONSENT

I _____, the parent/legal guardian of the minor(s) listed below, gives my permission for my child to be present and ride an all-terrain vehicle at Sun City Extreme OFF ROAD PARK. I understand that Sun City Extreme OFF ROAD PARK and their respective employees and owners accept no responsibility for my child. In signing this document, I expressly acknowledge that I am releasing Sun City Extreme OFF ROAD PARK and its officers, owners and representatives from liability for damages/injuries, death or illness of my child while he/she is participating in activities on the premises of Sun City Extreme OFF ROAD PARK.

1. _____ AGE: _____

Name of Minor (1)

Name of Parent/Guardian

2. _____ AGE: _____

Name of Minor (2)

Signature of Parent/Guardian

3. _____ AGE: _____

Name of Minor (3)

Today's Date

4. _____ AGE: _____

Name of Minor (4)

5. _____ AGE: _____

Name of Minor (5)