Release, Waiver of Liability, and Indemnity Agreement
(Louisiana R.S. 9:2795.4)

In consideration of being permitted to participate in any event and/or activity sponsored, promoted, or directed by 4x4 Life Off Road LLC (hereinafter referred to as "4x4LIFE"), the undersigned for him/herself, personal representatives, heirs, assigns and relatives **FOREVER DISCHARGE AND RELEASE** 4X4LIFE and their respective officers, directors, promoters, sponsors, employees, property owners, lessors, lessees, insurers, and agents ("hereafter referred to as **RELEASED PARTIES**"), from any and all liability while the undersigned(s) is for any purpose participating in such event and/or activity. It is fully understood by each of the undersigned(s) that there is some inherent risk associated with the event and/or activity, including but not limited to, damage to vehicles and property, personal injury and/or death. In accordance with the above statute, this waiver shall not limit liability of a sponsor, a motorized off-road vehicle professional, or any other person if the sponsor, professional, or other person either: (1) provided the equipment, and knew or should have known that the equipment was faulty, and such equipment was faulty to the extent that it did cause the injury; (2) failed to make reasonable and prudent efforts to determine that ability of the participant to engage safely in the motorized off-road vehicle activity; (3) owned, leased, rented, or otherwise was in lawful possession and control of the land or facility upon which the participant sustained injuries because of dangerous latent condition which was known or should have been known to the motorized off-road vehicle activity sponsor, motorized off-road vehicle professional, or other person and for which warning signs have not been conspicuously posted; (4) committed an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury; and (5) intentionally injured the participant. The above list is exhaustive and the undersigned understands and **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK OF** any and all losses, bodily injuries, deaths, sicknesses, diseases, damages, destruction of undersigned's property or property damages or otherwise which arise from, related to or occur in connection with the participation by the undersigned in any event and/or activity sponsored, promoted, or directed by 4X4LIFE not resulting from a reason specified above in Items (1)-(5). In addition, to the fullest extent allowed by law, the undersigned(s) **AGREES TO IMMEDIATELY DEFEND, INDEMNIFY AND HOLD HARMLESS** the RELEASED PARTIES from any and all losses, liabilities, damages, expenses, claims (including alleged), cost (including reasonable attorney's fees), bodily injury, death, or property damage, bodily injuries, deaths, sicknesses, diseases, destruction of undersigned property which arise from or occur in connection with the participation by the undersigned(s) in any event and/or activity sponsored, promoted, or directed by 4X4LIFE and not resulting from a reason specified above in Items (1)-(5).

WARNING: PURSUANT TO LA R.S. 9:2795.4, A MOTORIZED OFF-ROAD VEHICLE SPONSOR OR MOTORIZED OFF-ROAD VEHICLE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A MORTORIZED OFF-ROAD VEHICLE ACTIVITY RESULTING FROM THE INHERENT RISK OF THE MOTORIZED OFF-ROAD VEHICLE ACTIVITY.

In signing this release, each of the undersigned hereby acknowledges, agrees and represents the following:

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement (hereinafter "Release").
2. That he or she shall at all times, while riding in a vehicle participating in events, wear their respective seat and shoulder belts.
3. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition, and that said vehicle is in compliance with all applicable state laws, including the required liability insurance.
4. That the owner/driver has informed himself/herself about the event and trail involved in the event, either by prior participation or by investigation into the event or trail.
5. That the owner/driver agree to assume full responsibility for his/her passengers in his/her vehicle and insures that all passengers have signed this Release.
6. That the owner/driver has liability insurance on the vehicle driven as required by the state in which it is registered and the owner/driver agrees to assume full legal liability for any damage or injury which may be caused by his/her acts or omissions while participating in said event and/or activities.
7. That the above warning shall satisfy the written notice requirement of Louisiana Revised Statute 9:2795.4.
8. That this Release shall be signed by **ALL PARTICIPANTS** prior to commencement of the event and/or activities.
9. For a participant under the age of 18 years of age, both parents, the parent with legal custody, or the minor's legal guardian must sign this Release and write the word "minor" and age next to the minor's name.

April 2021 through April 2022

Vehicle: _____ Year: _____ Vehicle License #: _____ State: _____

_____

Driver's Signature | Print Name | Date Signed

_____

1st Passenger's Signature | Print Name | Date Signed

_____

2nd Passenger's Signature | Print Name | Date Signed

_____

3rd Passenger's Signature | Print Name | Date Signed

_____

4nd Passenger's Signature | Print Name | Date Signed