



Hudson Valley 4 Wheelers Inc.

Membership Agreement

The undersigned, in consideration of Hudson Valley 4 Wheelers Inc. (HV4W) (including its officers, directors, affiliates, committee members, volunteers, agents, servants, and employees), and the Property Owners (PO) with which HV4W contracts or arranges for the use of land for events (including their officers, agents, and employees), hereinafter collectively and individually referred to as "HV4W/PO", allowing or assisting the undersigned to utilize the lands and facilities and participate in events and related activities of HV4W, agrees that:

1. **ASSUMPTION OF RISK:** I know and understand the scope, nature, and extent of the risks associated with operating a motor vehicle, (vehicle) including those attendant to the operation of vehicles generally, and specifically the operation of vehicles on roads which may not be maintained to any particular level or standard; and in general, the risks and dangers of the environment in which the vehicle will be operated. I willingly and knowingly accept those risks, which I understand could result in destruction of my property and my injury or death.

2. **INFORMING GUESTS AND PASSENGERS:** I am responsible for informing and educating any volunteers, invitees, or guests whom I bring or invite to an event, and all passengers in the vehicle I operate, about the nature and extent of the risks associated with the event and determining that they understand them and willingly accept them. I shall inform and educate them, and confirm their acceptance of those risks by obtaining their signature(s) on the HV4W Event Agreement, (or equivalent) at a time and place which allows them to decline and leave before being exposed to such risks.

3. **HV4W EVENT RULES:**

- Conduct must always show HV4W in a positive light.
- All vehicles must be full size 4 Wheel Drive Vehicles (no ATVs) and have a minimum of \$100,000.00 Personal Liability (PL) and Property Damage (PD) insurance.
- All drivers must possess a valid drivers license.
- No person under 18 will be allowed at an event unless accompanied by or with written consent of parent or guardian. If the attending minor is a licensed driver the written consent must be specific regarding whether or not the minor is allowed to operate a vehicle during the event.
- Participants will not operate a vehicle, under the influence of alcohol, or drugs, including prescription medication, or with a physical condition which would impair the safe operation of a vehicle
- Always abide by Tread Lightly! Pledge.
- No unnecessary road/trail modifications.
- Before each event, each participant must inspect his or her vehicle and insure that:
 - All equipment is in good condition and securely fastened.
 - A full size spare tire is carried and securely fastened.
 - The vehicle is equipped with front and rear tow hooks or a suitable substitute.
 - No fluid leaks exist that would contribute to environmental contamination or fire risk.
- Participants must operate only mechanically safe vehicles, and any vehicle brought to an event will be a mechanically safe vehicle. Participants also agree that the responsibility for the vehicle's safe mechanical condition rests solely with themselves regardless of any inspections or absence thereof by HV4W.

RULES COMPLIANCE: I have read and understand the above rules, understand the content and purpose for each of the rules, and agree to abide by them. I further agree to take responsibility for informing those persons I bring to the event of all the rules applicable to their conduct.

4. **RELEASE FROM LIABILITY:** I release HV4W/PO from any liability for any claim, loss, damage, injury, or death, regardless of the cause, including the active or passive negligence of HV4W/PO, sustained by me or my property while participating in events covered by this Agreement. I agree and understand that HV4W/PO accept no responsibility for my safety, nor for the acts or safety of other participants and guests during events. By entering into this Agreement I understand that I am surrendering legal rights which I may otherwise have against HV4W/PO.

5. COVENANT NOT TO SUE HV4W/PO FOR DAMAGES: I will not make any claim or bring any legal action or voluntarily assist in any legal action against HV4W/PO, nor permit anyone else to do so on my behalf, for any claim, loss, damage, or injury sustained by me or my property during events covered by this Agreement.

6. COVENANT NOT TO SUE EVENT COORDINATORS AND/OR THEIR ASSISTANTS: I shall not make any claim or bring any legal action or voluntarily assist in any legal action against any other event participant for their actions or conduct (a) arising from their activities in managing or assisting with the managing of any event covered by this Agreement, or (b) as an official of HV4W/PO.

7. CONDITIONAL INDEMNIFICATION AGAINST OTHER CLAIMS: I will indemnify and hold harmless HV4W/PO from any liability including claims and any attorney's fees and costs, losses, or actions which may be presented or initiated by (a) persons whom I bring or invite to HV4W Events and (b) passengers in a vehicle operated by me during any event covered by this Agreement, if such persons have not signed a HV4W/PO General Release (or equivalent) prior to the accident or incident giving rise to their claim.

8. SURVIVAL OF OBLIGATIONS: Any and all obligations assumed and promises made by me under this Agreement shall be binding on my heirs, and the executors and administrators of my estate. I further instruct my heirs, administrators, and executors to honor this Agreement and make no claim against HV4W/PO for any claim, loss, damage, or injury which this Agreement purports to cover and release.

9. SEVERABILITY OF INVALID PROVISIONS: If any provision, or application thereof, in this Agreement is held invalid, that shall not affect any other provisions or applications of the Agreement which can be given effect without those held invalid.

10. ENTIRE AGREEMENT: This Agreement sets forth the entire Agreement between the parties and can be altered or amended only by subsequent written instrument duly executed by each of the parties hereto.

READ THE ABOVE CAREFULLY BEFORE SIGNING. You are surrendering legal rights that you may otherwise have against HV4W/PO.

IN WITNESS THEREOF, the undersigned has executed this Agreement dated _____.

Signature

Printed Name
