RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any event sponsored, promoted, or directed by Tidewater Fourwheelers and the Virginia Four Wheel Drive Associations, the undersigned (for himself or herself, his or her personal representatives, heirs, next of kin, and successors and assigns) **hereby releases** Tidewater Four Wheelers, Virginia Four Wheel Drive Association, Trail Experience, Inc., Chris and Carla Boucher, John and Rhonda Holland, and Oak Ridge Estate, their officers, directors, promoters, sponsors, landowners, employees, advertising agencies, affiliates, parent organizations, agents, contractors and subcontractors ("releasees") of all liability to the undersigned, whether caused by the negligent act or omission of releasees or otherwise while the undersigned is for any purpose participating in all the activities involved in such event, including any activities conducted off-site and/or by other entities. It is fully understood by each of the undersigned that there is some inherent risk associated with all the activities involved in this event, including damage to vehicles.

In addition, the undersigned **agrees to indemnify and hold harmless** the releasees from any loss, liability, damage, or cost they incur due to such participation by the undersigned, whether caused by releasees' negligence or otherwise, and **agrees to assume full responsibility and risk** for any bodily injury, death, or property damage from releasees' negligence or otherwise while the undersigned is participating in this event.

If any provision in this Release and Waiver of Liability and Indemnity Agreement is held to be legally invalid, it shall not affect the validity of any other provision.

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

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement and agrees to its terms.

2. That he or she shall at all times while riding in a vehicle participating in this event wear his or her respective seat and shoulder belts and cause such to be worn by all occupants of his or her vehicle to wear seat and shoulder belts or other federal department of transportation approved restraining devises, including but not limited to those required for children .

3. That the owner/driver has informed himself/herself about the event or trail involved in the event, either by prior participation or by investigation into the event or trail.

Waiver must be signed by all participants (For a participant under 18 years of age, both parents, the parent with legal custody, or the minor's legal guardian must sign this release form and write the word "minor" and age next to the minor's name).

X_____

Participant's Signature **Print Name** **Date**

X_____

Participant's Signature **Print Name** **Date**

X_____

Participant's Signature **Print Name** **Date**

X_____

Participant's Signature **Print Name** **Date**

X_____

Participant's Signature **Print Name** **Date**