

North American Off-Road Adventures

Off-roading (“Activity/Event”), while exciting, is a dangerous activity.

Expectations:

- Passengers will abide by all the rules of the road while also following the rules set by the Driver of North American Off Road Adventures.
- Seatbelts will be worn at all times that the vehicle is in motion; passengers shall only remove their seatbelts upon confirmation of the Driver.
- Passengers shall remain seated and inside vehicle while it is in motion, including at 0MPH while navigating an obstacle.
- Passengers will not touch any controls, except for use of windows unless Driver instructs otherwise.
- At no point shall passengers engage with or operate the vehicle or recovery equipment.

Limitations on Passengers:

- Driver is not held responsible for passenger safety or comfort during challenging obstacles due to unforeseeable nature of the Activity/Event. Terrain conditions vary greatly throughout the entirety of trip. Notwithstanding the foregoing, Driver will make reasonable efforts to instruct Passengers on best possible way to remain safe and comfortable.
- North American Off-Road Adventures cannot be held responsible for camping conditions; reasonable efforts will be made to provide best accommodations for each unique situation.
- North American Off-Road Adventures cannot be held responsible for Passengers’ enjoyment or satisfaction.
- Driver shall have the sole discretion to end trip early due to dangerous conditions, vehicle breakdown (assuming repair cannot be made on the trail), inclement weather, Passenger conduct, trail/track closure, emergencies, or act of God.
- North American Off-Road Adventures cannot be held liable for circumstances of vehicle failure/breakdown. However, if the vehicle cannot be repaired in a timely manner on the trail, a rescue vehicle will be contacted and Passengers will be taken back to base camp. North American Off-Road Adventures may offer Passengers a rescheduled trip or refund, in North American Off-Road Adventures’ sole discretion
- Passengers may conclude a trip early; however, in such event, North American Off-Road Adventures shall not be obligated to refund any monies paid by Passenger.

Waiver, Release and Indemnification:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS ACTIVITY/EVENT.

In consideration of my participation in this activity/event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: North American Off-Road Adventures as the activity holders, and/or their directors, employees, or sponsors.

(B) I ALSO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE North American Off-Road Adventures as the activity holders, and/or its owners, directors, employees, and/or sponsors from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of North American Off Road Adventure, another Passenger, myself or otherwise.

I acknowledge that this activity may involve a test of an individual's physical and mental limits and carries with it the potential for death, serious injury, potential property damage and property loss. The risks include, but are not limited to, those caused by terrain, temperature, weather, condition of Passengers, equipment, equipment failure, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, Passengers, volunteers, and/or producers of the activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo or video, to be used for promotional purposes by North American Off-Road Adventures, the activity organizer.

This Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Dated: _____

/s/ _____
[print] _____, Passenger