

RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Release”)

By signing this agreement you will waive certain legal rights, including the right to sue

PLEASE READ CAREFULLY

For the purpose of this Release:

“**Released Parties**” means River City Dirt Riders (“RCDR”) and the owner of the property where Riding Activities are conducted. This includes the Released Parties’ members, directors, officers, agents, employees, volunteers, partners, heirs, personal representatives, successors, assigns, inspectors, surveyors, consultants, sponsors, facility operators and affiliates.

“**Releasor**” means the adult participant(s) signing this Release as well as minors identified in the Release for whom the Releasor is a parent or guardian; as well as their heirs, successors, personal representatives, agents, successors and assigns.

“**Riding Activities**” means sports involving a motor vehicle propelled by other than muscular power, including but not limited to, dirt bike riding, dual sport riding, four wheeling whether conducted on private land, public land, or roadways. It also includes activities ancillary to Riding Activities, such as parking, camping, loading and unloading vehicles and gear as well as social activities of RCDR such as Christmas party, summer picnic etc.

In consideration for the opportunity for participation in the Riding Activities of RCDR and/or utilization of facilities leased or owned by RCDR, Releasor understands and agree to this Release and to the terms hereof as follows:

1. Riding activities are dangerous

Releasor understands that Riding Activities is an action sport subject to accidents, injury and even death of participants. Riding Activities have inherent dangers, both obvious and/or hidden dangers, whether natural or man-made including but not limited to, trees, tree limbs, fence posts, pot holes, rocks, brush, and other dangers that no amount of care, caution, instruction, inspection or expertise can eliminate. Releasor understands that he/she may suffer broken bones, internal and external injuries, paralysis, fatal injury as well as the loss or damage to personal property while participating in Riding Activities.

Initial here _____

2. Releasor assumes risk

Releasor expressly and voluntarily assume all risk of death or personal injury or other forms of damage sustained while participating in Riding Activities whether or not caused by the negligence of the released parties

Initial here _____

3. Releasor releases and discharges

Releasor releases and discharges Released Parties from any and all liability, claims, demands, loss or damage, or causes of action for injuries, loss of life, damage to, or loss of property and all forms of damage arising out of Releasor’s participation in Riding Activities, included but not limited to, injuries to the person or property or death of the Releasor whether or not arising out of the negligence of the Released Parties, including the performance or lack thereof of rescue operations and/or procedures.

Initial here _____

4. Releasor will not sue

Releasor or his/her estate or any other representative will not sue or otherwise make a claim against the released parties for damages or other losses sustained as a result of participation in Riding Activities. Releasor indemnifies and holds the Released Parties harmless from all claims, judgement and costs, including attorney’s fees, incurred in connection with any action brought against them, jointly or severally, as a direct or indirect result of participation in Riding Activities.

Initial here _____

5. Releasor responsible for damages to others

Releasor agrees to operate all equipment in a reasonable and safe manner so as to not endanger the lives of persons or the property of others. Releasor takes full responsibility for and holds harmless the Released Parties for any injury, death or property damage that the Releasor may cause while participating in Riding Activities.

Initial here _____

6. Signing and validity of Release

Releasor represents and warrants that he/she is at least eighteen years of age and has full authority to sign on behalf of the minor(s) identified in this release (i.e. that he/she is the parent or guardian of the minor(s)). Releasor intends this Release to be as broad and inclusive as permitted by the laws of the United States of America and the State of Florida. If any portion hereof shall be deemed invalid, the balance shall continue in full force and effect. This Release shall be continuing in full force and effect as long as Releasor engages in Riding Activities in any way connected with the Released Parties. This Release reflects the full understanding of this agreement, and no statements, promises, or inducements not contained in this document shall be binding.

Initial here _____

I have read this Release and fully understand its contents. I sign of my own free will and I agree to be bound by it.

Signature of Releasor _____

Printed name of Releasor _____

Signature of Releasor (spouse) _____

Printed name of Releasor _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Name of Minor _____ date of birth _____

Address _____

Telephone number _____ email address _____

RELEASE RULES ACKNOWLEDGMENT AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I/we, the undersigned, for and in consideration of The River City Dirt Riders, Inc. permitting the below named rider(s) to operate or ride upon a motorcycle or motor vehicle in premise designated as The River City Dirt Riders Lease, located in St. Johns County, Florida, and operated by The River City Dirt Riders, Inc., upon land owned by Mattamy Rivertown LLC, and in order to induce the said River City Dirt Riders, Inc. to permit such person(s) to ride such vehicle upon such property, hereby release The River City Dirt Riders Inc., its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, and the landowner, Mattamy Rivertown LLC, its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, from any and all liability, **INCLUDING ANY LIABILITY CAUSED BY ITS / THEIR OWN FUTURE NEGLIGENCE**, actions, causes of action, demands or suits whatsoever which I / we may any time hereafter have or claim to have on account of or arising out of any personal injuries or damages to the below named individual(s) or the vehicle upon which he/she they might be operating (including, but not by way of limitations, the right to be paid for any loss of time, loss of services, or for expenses to an accident or injury which the below named individual(s) might suffer at any time hereafter while riding in The River City Dirt Riders Lease.) Should the below named individual(s) be a minor at this time, the undersigned as his/her/their parent(s) or guardian(s) consent to such minor riding a motorcycle or other motor vehicle in River City Dirt Riders Lease at his/her/their own risk, and that this consent freely given shall constitute a bar to any recovery for damages against The River City Dirt Riders, Inc., its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, and the landowner, Mattamy Rivertown LLC, its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, from any claims, actions at law, damages and recovery whatever by such below named minor(s) for injuries to his/her/their body(ies) or property and for loss of earnings, pain and suffering, medical expenses or other damages whatever which he/she/they might suffer or be entitled to claim against the said River City Dirt Riders, Inc., its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, and the landowner, Mattamy Rivertown LLC, its officers, directors, agents, employees, partners, their heirs, personal representatives, successors and assigns, and their agents and employees, at any time hereafter. The River City Dirt Riders, Inc. and Mattamy Rivertown LLC, may rely on this agreement of indemnity upon our part in permitting such below minor(s) to ride in the River City Dirt Riders Lease. **I/WE ALSO AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT SHALL EXTEND TO CAMPING AND THE USE OF RIVER CITY DIRT RIDERS LEASE, ITS FACILITIES, AND LAND.**

Signed and dated this _____ day of _____, 20_____.

Member's Name (Print)

Member's Signature

Spouse's Name (Print)

Spouse's Signature

Name of Minor Child Parent's

Signature for Minor Child

Name of Minor Child Parent's

Signature for Minor Child

Name of Minor Child Parent's

Signature for Minor Child

Complete Address

ATTACHMENT "A" TO THE RCDR, INC. BYLAWS

RCDR LEASE MEMBERSHIP RULES

1. All members and their family members must sign a Release Form before going on the lease property. Parents or Guardians must sign a Release Form for all minor children.
2. The gate must be locked after entering and leaving the premises.
3. Helmets, goggles and over-the-ankle foot protection are required at all times while riding a motorcycle or A TV.
4. Mufflers, silencers and USFS approved spark arrestors are required on all motorcycles and A TV's.
5. Header wrap is required for all 4-stroke motorcycles, over 110cc. Utility quads are exempt.
6. Riders must obey all posted signs on the trails, such as one-way trail designations or trail closed.
7. Riders must stay on the designated trails. Access roads can be used by OHV's only, and cannot exceed 20mph.
8. Do not cut any standing pine trees. No fires are allowed.
9. No littering. You must carry your trash out with you.
10. The depositing of sewage water from a RV holding tank is prohibited on the lease.
11. All vehicles on the property must not have sound levels that exceed 96 dB below 3500rpm, at 20" and 45degrees from exhaust outlet (per SAE J1287)
12. Peewee track is for kids 10 and under, and bikes smaller than 65cc 2-strokes and 110cc 4-strokes.
13. All riders must display their membership ID sticker on their bike, in easy view.
14. Hunting is allowed on the lease only on days designated by the board of trustees.
15. Reported and/or observed violation of these rules will be recorded and reviewed by the Lease Committee and a notice will be sent to the member involved. Flagrant and uncorrected violations will be subject to review by the Board of Trustees with the possible result of loss of club membership.

LEASE GUEST POLICY

- 1. Members are prohibited from bringing guests to the lease**

By accessing the lease, members agree to abide by all the rules and regulations set forth above by the River City Dirt Riders, Inc. It is also understood that failure to do so could result in termination of their club membership.

INITIAL HERE _____

PRINT NAME HERE _____

LEASE RULES; MEMBER COPY

The River City Dirt Riders, Inc. Lease

- All vehicles on the property must not have sound levels that exceed 96 dB below 3500rpm, at 20" and 45degrees from exhaust outlet (per SAE J1287)
- USFS approved spark arrestors are required for all vehicles, except peewee bikes.
- All 4-stroke bikes and quads over 110cc must have header wrap. Utility quads are exempt.
- Access roads marked "OHV" Use Only have a strict speed limit of 15mph. Stay on the trails. If you come across a closed gate, No Trespassing sign, or "Wrong" sign, do not go any further. Return to the designated trails.
- The Peewee track is for kids 10 and under, and bikes smaller than 65cc (2-strokes) or 110cc (4-strokes).
- All riders must have their membership sticker attached to each bike on the premises. Must be applied in easy view, on the fork tube, between the triple clamps. You will be asked to leave if you do not have it.
- **ABSOLUTELY NO GUESTS ALLOWED!** Everyone on the property must be a member, and display their ID Sticker on their bike.
- There are **NO FIRES** or burning of any trash, etc. allowed on the property. **NO EXCEPTIONS!!**
- We do not encourage going out there alone. Cell service may not always be available. If you go alone and something happens you may not be able to get help to you.
- All of the trails are one way, unless clearly displayed otherwise.
- When at the lease you must wear a helmet, goggles and over-the-ankle foot protection. We recommend additional safety gear such as chest protector, boots and hydration pack. We want you to have a safe and enjoyable time while you are there.