

# IMPORTANT - ALL PARTICIPANTS MUST READ THIS WAIVER, SIGN THIS FORM AND RETURN PRIOR TO TITUS TOUGH 4X4 EVENT

## 2019 Release and Waiver of Liability and Indemnity Agreement to Titus Mountain Family Ski Center, LLC

In consideration of being permitted to participate in any event sponsored, promoted, or directed by Titus Mountain Family Ski Center, LLC, ("the corporation"), the undersigned (driver and passengers) for himself/herself, his/her personal representatives, heirs and next of kin HEREBY RELEASES Titus Mountain Family Ski Center, LLC, and its and their respective parent corporations, subsidiaries, officers, directors, promoters, sponsors, employees, and agents ("releases") of all liability to the undersigned, whether caused by the negligent act or omission of releases or otherwise while the undersigned is for any purpose participating in such event. It is fully understood by each of the undersigned that there is some inherent risk associated with this event, including damage to vehicles.

IN ADDITION, the undersigned AGREES TO INDEMNIFY AND HOLD HARMLESS the releases from any loss, liability, damage, or cost they incur due to such participation by the undersigned, and any passengers (including minors) whether caused by releases' negligence or otherwise and AGREES TO ASSUME FULL RESPONSIBILITY AND RISK for any bodily injury, death, or property damage from releases' negligence or otherwise while the undersigned is participating at this event.

**IN SIGNING THIS RELEASE, EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES AND REPRESENTS THE FOLLOWING:**

**The undersigned agrees to the following:**

- **ALL VEHICLES must be insured and in working order. Participant is hereby notified they will be turned away at registration shall proof of insurance not be furnished on request. Where applicable, valid vehicle registration must be available on request.**
- 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.
- That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition.
- That the owner/driver has informed himself/herself about the event and trail conditions involved in the event, either by prior participation or by investigation into the event and trail.
- All occupants of vehicle will be registered and signed a waiver.
- No occupants of vehicle will possess or consume alcohol while on the trails. Doing so means immediate expulsion.
- No firearms, fireworks, or sirens on/in vehicle.
- There will be at least one person 18 years or older who will be responsible for occupants of vehicle. Must hold a valid Class D license (no learner's permits).
- For non-stock trail ride, vehicle is equipped with tow points attached to the frame according to Mopar specifications.
- NYS law is that all ATV/UTV drivers and passengers wear helmets.

- That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement; and understands that he/she is assuming liability and indemnifying releases for any damage or injuries.
- Titus Mountain Family Ski Center, LLC and its subsidiaries and parent corporations cannot be held responsible for any damage that may occur to the vehicle while attending the event.
- Violation of these rules will result in the termination of all participants participation in the event and the forfeiture of all registration fees.
- We agree to abide by the rules, guidance, and instruction of Titus Mountain Family Ski Center and the principles of Tread Lightly! Inc.
- All drivers must have a valid driver's license.

**WAIVER MUST BE SIGNED & DATED BY ALL PARTICIPANTS:**

For a participant under the age of 18 years, one parent, the parent with legal custody, or the minor 's legal guardian must sign this release form and write the word "minor" and the age next to the minor's name. Drivers under the age of 18 years must be accompanied by a parent or legal guardian who is over 18 years of age. Most states do not allow persons to waive liability on behalf of minors. Therefore, any persons signing for a minor also indemnify Titus Mountain Family Ski Center, LLC for any such minor 's injuries.

---

Signature of Primary Driver <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date
--	--	-----	------

---

Signature of 1 <sup>st</sup> Passenger (or secondary driver) <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date
---	--	-----	------

---

Signature of 2 <sup>nd</sup> Passenger <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date
---	--	-----	------

---

Signature of 3 <sup>rd</sup> Passenger <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date
---	--	-----	------

---

Signature of 4 <sup>th</sup> Passenger <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date
---	--	-----	------

**Sample for Minor:**

<i>John Taylor</i>	Father for Jack Taylor	Minor, 12	8/1/18
Signature of 1st Passenger <small>(If minor: parent, guardian, or legal custodian signature)</small>	Print Name <small>(Relation &amp; Minor's Name)</small>	Age	Date

**ALL FIELDS MUST BE COMPLETE FOR EACH PERSON IN VEHICLE  
ONE FORM PER VEHICLE**