

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Apple Valley Farms Off-Road Park

Date Release Signed [Redacted]

IN CONSIDERATION of being permitted to enter for any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to anywhere any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participations, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and responsibly suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

- 1. HEARBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event;
2. HERBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Table with 4 columns: Full Name, Signature, Adult 18+, Child 0-17. Includes a row for Signature of Witness and Address: 74 24 1/2 Street, New Auburn, WI 54757.

Park Rules

(Initial each line after understanding)

- NO ALCOHOL ON THE TRAILS:** ZERO TOLLORANCE POLICY. YOU WILL BE ESCORTED OUT.
 - DRIVERS ARE RESPONSIBLE FOR THEIR PASSENGERS.
 - IF YOU HAVE BEEN DRINKING IN CAMP, PLEASE DO NOT SHOW UP FOR THE NIGHT RUN. IF ANY RPM CLUB MEMBER FEELS YOU COULD BE INTOXICATED YOU WILL NOT BE ALLOWED TO GO ON THE NIGHT RUN.
- NO FIGHTING:** ZERO TOLLORANCE POLICY. YOU WILL BE ESCORTED OUT.
- STAY OFF FIELDS:** IF IT LOOKS LIKE IT COULD BE PLANTED, IT IS A FIELD. THIS IS AN ACTIVE FARM, SO WHEN IN DOUBT, ALL OPEN AREAS ARE FIELDS.
- TREE CARE:** DO NOT DRIVE VEHICLE ON LIVE TREES. DO NOT DE-BARK LIVE TREES. YOU DON'T OWN THIS PROPERTY, DON'T WRECK IT FOR OTHERS.
- PASTURE GATES:** IF YOU OPEN A GATE TO A PASTURE CLOSE IT BEHIND YOU. THIS IS AN ACTIVE FARM WITH CATTLE, THUS THE GATES.
- SPEED LIMIT:** IDLE SPEED IN THE CAMPGROUND WITH NO UNNECESSARY DRIVING AFTER 10PM.
- CAMPFIRES:** DO NOT DIG A HOLE. DO NOT STACK ROCKS AROUND FIRES.
- FIREWOOD:** TAKE ONLY WHAT YOU NEED. BURN IT OR RETURN IT BACK TO THE FIREWOOD PILE BEFORE YOU LEAVE. DO NOT LEAVE ANY FIREWOOD STACKED IN CAMP.
- TRASH:** CLEAN UP YOUR CAMPSITE UPON LEAVING. PACK IT IN, PACK IT OUT.
- RESPECT OTHERS:** PRACTICING PHYSICAL DISTANCING, WEAR A MASK WHEN APPROPRIATE, WASH YOUR HANDS WITH SOAP AND WATER, COVER YOUR NOSE AND MOUTH WHEN YOU COUGH OR SNEEZE.

Truck / UTV Required Equipment

(Initial each line passing self-inspection)

- Steering and linkage** * Steering box and linkage cannot be loose when turning the wheel
- Pull Points (*must have one of the following front and rear*)** * Hook Secured with ½ inch grade 5 bolts to steal at least 3/8-inch thick or it must have a backing plate.
 - * Class III 2-inch receiver mounted to the frame with a minimum of (4) ½ inch grade 5 bolts.
- Battery Mount** * Must have OEM equivalent or stronger. Battery cannot move.
- Exhaust** * Must have complete exhaust out the back of the vehicle with a muffler.
- Seat Belts** * Required for all passengers and worn at all times when vehicle is moving.
 - * Must be properly anchored.
- Fire Extinguisher**
 - * Must be fully charged and mounted in a quick-release mounting bracket within reach of a seat-belted driver.
 - * 1 is required, 2 is better
 - * ABC at 2 pounds minimum.
- Tow Strap** * 2-inch strap in good condition without hooks
 - * Screw type clevis only
- Roll bar or non-removable hardtop**
 - * Body mounted roll bars must have backing plates at mounting point
 - * Roll bars are required for vehicles with full removable top. *Stock Sami roll bar and Tracker K top are acceptable*
- Brakes** * Must have good brakes
 - * Pedal cannot be spongy or sink
- <<UTV ONLY>>: Helmets** * Must have for all occupants under the age of 18 in UTVs

I understand all rules and requirements must be followed at all times at Apple Valley Farms Off-Road Park.

Driver Name: _____ Vehicle Make: _____ Vehicle Color: _____

Driver Signature: _____ **PAYMENT - Summer 2021**

Adults 18+ (\$20 Each) \$ _____

+ Off-Road Vehicle (\$40 Each) \$ _____ *Checks Payable to: Apple Valley Farms*

= Total \$ _____ *or Cash: Exact Change Requested*