



LONG ISLAND OFF ROAD, INC.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THE UNDERSIGNED, _____, residing at the address of
(Name of participant)

_____, _____, am owner/operator of
(Legal address of participant)

any vehicle which I shall utilize in connection with the activities of the **LONG ISLAND OFF ROAD, INC.**, hereby:

1. **ACKNOWLEDGE** that in consideration of being permitted to participate in the activities of **LONG ISLAND OFF ROAD, INC.**, I hereby enter into this **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT** and represent that the aforementioned vehicle is properly registered, inspected and insured in its domicile and that I am fully licensed to operate a motor vehicle.

2. **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents against and from any and all claims, debts, damages, suits, obligations, and expenses and costs, of every kind, character and description which may be asserted, claimed, filed or brought against or paid by the **LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents arising out of or in any way connected to any event, meeting or any other activity sponsored, sanctioned, organized, hosted or in any way connected to **LONG ISLAND OFF ROAD, INC.**, and the owner(s) of any property that shall be used in connection with any **LONG ISLAND OFF ROAD, INC.** event, including without limiting the generality of the forgoing, all liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the undersigned.

3. **INDEMNIFY** and save harmless 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 the death of the undersigned arising out of or related to the event(s), whether caused by the negligence of **LONG ISLAND OFF ROAD, INC.** or otherwise.

4. **ACKNOWLEDGES** that the **ACTIVITIES** engaged in maybe **VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the attendees or **LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents.

5. **ASSUME** responsibility for informing and educating any volunteers, invitees, family, or guests whom I bring or invite to an event, and all passengers in the vehicle I operate, about the nature and extent of the risks associated with the event and determining that they understand them and willingly accept them. I shall inform and educate them, and confirm their acceptance of those risks by obtaining their signature(s) on the **LONG ISLAND OFF ROAD, INC.**, Event Agreement, (or equivalent) at a time and place which allows them to decline and leave before being exposed to such risks.

6. **AGREE** that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence by the **LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents, **INCLUDING NEGLIGENT RESCUE OPERATIONS** and it intended to be as broad and inclusive as is permitted by the laws of the State in which the activity 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.

7. **EXPRESSLY** accept that if it becomes necessary to the **LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents to defend any action or proceeding seeking to impose any liability by the undersigned, his personal representatives, assigns, heirs, and next of kin, the **UNDERSIGNED**, shall pay all court costs and the reasonable attorneys' fees and any other sums which the **LONG ISLAND OFF ROAD, INC.**, its officers, members, employees and/or agents may be called upon to pay by reason of the entry of any judgment in such action or proceeding.

8. **PROMISE** to inspect my vehicle before any event and ensure that it is in compliance with the rules of **LONG ISLAND OFF ROAD, INC.** and all applicable statutes, including that it has liability insurance in effect.

9. **ACKNOWLEDGE** that **LONG ISLAND OFF ROAD, INC.**, is a New York State Not for Profit Corporation.

10. **SAY** that I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest allowed by law. I further acknowledge that I have been given the opportunity to consult an attorney of my choice and hereby enter into this agreement either upon advice of counsel or waiver thereof. I further acknowledge that I enter into this agreement knowing that said **LONG ISLAND OFF ROAD, INC.** is expressly relying upon the representations I have made therein.

Dated: _____, 20 ____

Signature

Print full name

Insurance Card Verified: _____