

Last, First name:

Registration #

## **Release and Waiver of Liability and Indemnity Agreement**

In consideration of being permitted to participate in the , the undersigned (driver and passengers), for himself/herself, his/her personal representatives, heirs and next of kin **HEREBY RELEASES** Ocala Jeep Club, Inc., Levy County, the Levy County Board of County Commissioners, and Kirby Family Farm, Inc., individually and in their official capacity, and all of their employees, appointees, agents, contractors, and sub-contractors, ("releasees") from all claims, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, liabilities, and demands of any kind whatsoever, in law or in equity, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred. It is fully understood by each of the undersigned that there is some inherent risk associated with these events, including damage to vehicles.

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

In signing this release, each of the undersigned hereby acknowledges and represents the following:

1. 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 as to any minor's damage.
2. That he or she shall at all times, while riding in a vehicle participating in these events, wear his or her respective seat and shoulder belts.
3. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition.
4. 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.
5. The undersigned agrees to the following:
  - All occupants of vehicle have been listed on waiver
  - Valid proof of insurance and current vehicle registration will be available to Jeptoberfest
  - No occupants of the vehicle will 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
  - Jeptoberfest cannot be held responsible for any damage that may occur to the vehicle while attending any event
  - Violation of these rules will result in the termination of all participants' participation in Jeptoberfest and the forfeiture of all Jeptoberfest fees.
  - We agree to abide by the rules, guidance, and instruction of Jeptoberfest.

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**WAIVER MUST BE SIGNED BY ALL PARTICIPANTS.**

For a participant under the age of 18 years, both parents, the parent with legal custody or the minor's legal guardian must sign this release form and write the word "minor" and age next to the minor's name. Most states do not allow persons to waive liability on behalf of minors. Therefore, any persons signing for a minor must also indemnify Jeptoberfest for any such minor's injuries.

I also hereby give my consent to Jeptoberfest and any other media outlet to use photographs and video images in their publications and website of me as well any passengers, friends, family and minors under the age of 18 who are with me in my Jeep. – I acknowledge that since my participation in publications and websites produced by Jeptoberfest and other media outlets is voluntary, and neither the minor children, my passengers nor I will receive financial compensation.

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Vehicle

Owner/Driver

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Driver's Signature

Print Name

Date

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1<sup>st</sup> Passenger's Signature

(If minor, parent's, guardian's, or legal custodian's signature)

Print Name

(Minor's name and age)

Date

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2nd Passenger's Signature

(If minor, parent's, guardian's, or legal custodian's signature)

Print Name

(Minor's name and age)

Date

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3rd Passenger's Signature

(If minor, parent's, guardian's, or legal custodian's signature)

Print Name

(Minor's name and age)

Date

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4th Passenger's Signature

(If minor, parent's, guardian's, or legal custodian's signature)

Print Name

(Minor's name and age)

Date