

**UTAH ENDURO ADVENTURES  
RELEASE & INDEMNITY AGREEMENT**

*READ CAREFULLY BEFORE SIGNING*

I, the undersigned rider (hereafter “I”, “my” or “Rider”) understand that motorcycle riding or snowbike riding (collectively “Riding”) involves SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, PROPERTY DAMAGE OR EVEN DEATH. The risks include NATURAL, MAN-MADE, ENVIRONMENTAL CONDITIONS AND INHERENT RISKS, including unpredictable and changing weather, snow, ice, mud, rocks, variations in road conditions, variations in steepness, terrain, natural and man-made obstacles, equipment malfunction and failure and the negligence of others. “Inherent risk” with regard to motorcycle or snowbike activities means those dangers or conditions which are an integral part of motorcycle or snow bike activities, including but not limited to: (a) the motorcycle or snowbike responding, not responding, or malfunctioning in ways that may result in injury, harm, or death to persons on or around it; (b) the changing conditions of the machines due to normal wear and tear and damage during operation, including but not limited to flat tires; (c) the unpredictability of the motorcycle or snowbike reacting to forces, objects, and conditions such as sudden rider movement, hazards on the road or trail or riding area, or changing weather; (d) predictable and unpredictable weather and environmental conditions as they may exist or change, including but not limited to: snow, ice, rain, mud, avalanche, rocks, trees, tree stumps, cliffs, sand, fog, freezing rain, variations in road and trail conditions, including steepness and terrain; manmade or natural obstacles; (e) collisions with other motorcycles or snowbikes or objects; or (f) the potential of a rider or others to act in a negligent manner that may contribute to the injury or death of others, such as failing to maintain control over a motorcycle or snowbike or not acting within a rider’s ability. Utah Enduro Adventures, LLC shall have no liability for inherent risks.

In consideration of Riding and use of Utah Enduro Adventures, LLC’s motorcycle, snowbike, and any of its related equipment, gear and facilities I hereby agree to the following:

1. Assumption of Risk. I expressly agree to assume all risks of personal injury, falls, accidents, and/or property damage, including those resulting from any negligence of Utah Enduro Adventures, LLC, their members, managers, agents, employees, property owners, and affiliated companies (herein collectively “UEA”).

2. Release & Indemnity. To the fullest extent allowed by law, I agree to forever release UEA from any and all claims for injuries, losses, and damages resulting in any way from Riding, use of UEA motorcycles, snowbikes, related equipment, gear, facilities or UEA negligence. My release includes all claims regarding the design, maintenance, manufacture, instructions, or conditions of pertaining to Riding, motorcycles, snowbikes or helmets, equipment utilized or not utilized in Riding, express or implied warranties, product liability and the negligence of UEA. To the fullest extent allowed by law, I agree to indemnify and hold UEA harmless from all claims, damages or injuries in any way related to my participation in Riding or the use of UEA’s motorcycles, snowbikes or related equipment or gear, or the use of any facilities of UEA,

including breach of this Release, and will reimburse UEA's attorneys' fees and costs, even if UEA was negligent.

3. Covenant Not to Sue. I agree that no lawsuit will be filed by me or on my behalf against UEA as a result of my participation in Riding, use of any motorcycle, snowbike or related equipment, gear or facilities of UEA or for any injuries or damages that I sustain even if UEA was negligent. I understand that this is a contract, which limits my legal rights and is binding upon my heirs and my legal representatives. If portions of this Release are invalid, I agree that the remaining portions will remain enforceable. This Release shall be effective for all Riding and the use of UEA's motorcycles, snowbikes and any related equipment, gear or facilities within one year of the signing of this Release.

4. Competence. I agree that I am mentally and physically able to participate in Riding and that I have received all information necessary to participate.

5. Compliance with Laws. I shall accept and abide by all laws, rules and regulations applicable to Riding.

6. Consent to Publish. I irrevocably grant and agree that UEA shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.

**I HEREBY CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE OF LIABILITY.**

**Dated:** \_\_\_\_\_

**RIDER**

\_\_\_\_\_  
[Print full name in above space]

\_\_\_\_\_  
[Sign in above space]