

SOUTHINGTON OFFROAD PARK / SOUTHINGTON HUNT CLUB

**RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

**PARTICIPATE AT YOUR OWN RISK!**

Release executed on \_\_\_\_\_ by \_\_\_\_\_ individually or on behalf  
(Today's Date) (Your Name)  
of \_\_\_\_\_ D.O.B. \_\_\_\_\_, a minor, by his or her parents or guardian, residing at  
(Minor's Name) (Minor's Date of Birth)  
\_\_\_\_\_ hereinafter referred to as releaser.  
(Your Address)

In consideration of being permitted to engage in and participate in activities involving the use of off road vehicles including but not limited to 4x4 motor vehicles, ATVs, UTVs, Argos, or dirt bikes (whether mechanically or manually powered) sponsored or offered to undersigned releaser by or under the auspices of Southington Off-Road Park or Southington Hunt Club, or of being permitted to participate in activities involving hunting, target practice, or the discharge of firearms or explosives of whatever nature whatsoever sponsored, or offered to undersigned releaser by or under the auspices of Southington Off-Road park or Southington Hunt Club, located in, on, and about premises known as Southington Off-Road Park ("SOR") and Southington Hunt Club Inc. ("SHC") located in Nelson Township, Portage County and Braceville Township, Trumbull County, releaser, for himself or herself, his or her spouse, a minor child identified herein as to whom releaser warrants and covenants that he/she or they are the natural parents or guardian of said minor and qualified to execute this instrument on behalf of said minor, his or her legal representatives, heirs and assigns, hereby waives and discharges Southington Off-Road Park, Southington Hunt Club, Southington Hunt Club Inc., their officers, owners, members, directors, shareholders and employees, promoters, sponsors and volunteers, and the owner or owners and lessees of the premises and each of them, their officers and employees, herein collectively referred to as "releasees", for any and all loss or damage, and any claim or damage resulting from the same, on account of injury to releaser's person or property, even injury resulting in the death of releaser, whether caused by the negligence of releasees or otherwise while releaser engages or participates upon the premises in the within described activities or while releaser is upon the premises described herein for any purpose or use whatsoever.

Releaser covenants and acknowledges the inherently dangerous nature of the aforesaid activities and presence upon the premises and that such activities and releaser's presence upon said premises involves risks of serious injury including permanent injury and death which may result from the negligence, acts, or omissions of releaser or from the acts, omissions, or negligence of others including but not limited to releasees. Releaser further covenants and acknowledges his or her understanding and awareness of the dangerous condition of the premises and the risk inherent in any use whatsoever of the premises by releaser, it being understood knowingly and intelligently by releaser that said premises consist in a large part of land that is a man made quarry and has been logged over, strip mined and contains other hazards, latent and patent, visible or not, including but not limited to water ways, roadways, rail lines and abandoned shacks.

Releaser further agrees to indemnify and save and hold harmless the releasees and each of them, their heirs, executors, and assigns, from any loss, liability, damage or cost releasees may incur due to the participation of releaser in

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the within described activities or the presence of releasor upon the premises, whether due to the negligence or otherwise or acts or omissions of releasor, releasees, or others.

Releasor further releases, waives, discharges and covenants not to sue releasees, from all liability to releasor, his or her personal representatives, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demand for same on account of injury to the person or property of releasor or resulting in the death of releasor, whether caused by the negligence of releasees or otherwise.

Releasor assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees or otherwise or others or relating to the hazardous condition of the premises as aforesaid.

Undersigned releasor further acknowledges and agrees that the activities set forth herein and the conditions of the premises are very dangerous and involve the risk of serious injury or death or property damage. The releasor further agrees that the within release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the State of Ohio, and that if any portion of it is held invalid, it is agreed that the balance shall notwithstanding continue to full force and effect.

**THE UNDERSIGNED RELEASOR HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES AND STIPULATES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.**

Releasor acknowledges and understands that it is his or her responsibility to wear a helmet and other safety equipment and clothing and to receive professional instructions before engaging in any of the activities set forth herein and entering upon the premises. Releasor further acknowledges and understands that it is the sole responsibility of releasor to provide for releasor's medical coverage or other insurance and that releasees are not providing or availing for use any medical or other insurance of any nature whatsoever as to releasor or the benefit of releasor.

Releasor further acknowledges the receipt of a copy of the rules and regulations pertaining to the premises, warrants that he or she has read and understands same, and covenants to comply with said rules and regulations.

Releasor further acknowledges and agrees that this release, waiver, and indemnity agreement shall remain in full force and effect from the date of execution hereof and shall operate and bind releasor from the date hereof irregardless of the number of visits releasor makes to the premises and engages in the within described activities and releasor further agrees to execute subsequent written releases, waivers, and indemnity agreements as may be presented to release by releasee from time to time, and releasor further agrees and understands that this release, waiver, and indemnification agreement shall not be rescinded or revoked or set aside without express written approval of releasees.

WHEREFORE releasor hereby signs this agreement the date first appearing above.

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

**Releaser:** \_\_\_\_\_

**Minors Signature:** \_\_\_\_\_

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IF UNDER 18 YEARS OF AGE, NOTARIZED SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

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

\_\_\_\_\_  
**Parent or Guardian**

**State of Ohio**

\_\_\_\_\_ **County**

Before me, a notary public in and for said county and State, personally appeared the above named \_\_\_\_\_, who produced evidence or documentation satisfactory to undersigned that \_\_\_\_\_ is the parent or guardian of \_\_\_\_\_, a minor, that \_\_\_\_\_ is authorized to execute this agreement on behalf of said minor, and fully understands the provisions of the agreement and that it legally binds said minor and releaser as to the terms and provisions as to waiver of liability, assumption of risk, and indemnification contained therein.

\_\_\_\_\_  
**Notary Public**