

Acknowledgment of Risk and Release of Liability

Survive Off Road is an instructional school located in Arizona which does business under the name Survive Off Road. As used in this document, the words “Survive Off Road” mean the business and any other entity against which vicarious liability might be asserted, as stated in this document or otherwise, as well as the owners, instructors, guides and other employees and agents of Survive Off Road.

Survive Off Road provides its students with appropriate equipment and skilled instructor(s) who have demonstrated competence in off-road driving, vehicle recovery, and survival skills instruction. Certain risks are inherent to any wilderness environment and therefore cannot be eliminated without altering or destroying the unique character of courses we offer. Personal property damage, injury, and/or death are a possibility. Survive Off Road will make every effort to mitigate known risks. Our intent is to provide full disclosure as to the risks involved. It is not to cause fear or reduce your enthusiasm for training in a wilderness environment.

Inherent risks are associated with the activities you may engage in and are not limited to the following:

1. Particular risks of a given activity: unknown variables in nature, weather, human behavior, etc.
2. The act(s), omission(s), or negligent of person(s) or entities.
3. Apparent or concealed defect or condition of any equipment, including vehicles, winches, winch line (steel or synthetic), bow shackles, pulley blocks, kinetic rope, toe strap, or any and all equipment used for demonstration purposes or for actual vehicle recovery.
4. Use or operation of any equipment supplied by Survive Off Road or other persons or entities.
5. Acts of other participants, employees, agents of Survive Off Road or other persons or entities.
6. Adverse weather conditions: lightening, storms, floods, extreme heat or cold, etc.
7. Ingestion and/or contact with harmful plants or animals.
8. Injury from cutting, sawing or chopping tools.
9. My own physical and psychological condition, or my own acts or omissions.
10. Condition of roads, trails, waterways or back country terrain in general, and accidents and hazards connected with their use.
11. First-aid, emergency treatment, or other services rendered in remote locations.
12. Consumption of food or drink such as but not limited to wild fish, wild game, bugs, insects, wild plants, supplied food, treated and or un-treated water.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury and/or death, illness, disease, damage to myself, to my property, to spectators or third parties. I understand that Survive Off Road cannot and does not guarantee my personal safety during this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks, known or unknown.

I certify that I am fully capable of participating in this activity, physically, mentally, and emotionally. My signature below declares that I have read this document completely and that I understand its contents and purpose. I accept full responsibility for myself, for any bodily injury or death, or loss of personal property in participating in this activity. I agree to hold Survive Off Road and all its officers, agents, employees, and guides free from liability in the event I suffer personal injury or property damage as a result of participating in this activity.

Should Survive Off Road or anyone acting on their behalf, be required to incur attorney's fees to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my heirs, personal representatives, estates, and for all members of my family. I acknowledge that I am not relying on any oral, written, or visual representations or statements made by Survive Off Road, or its representatives including those made in its brochures, web sites, videos, or any other promotional material, to induce me to participate in this activity.

Course _____ Date of Course ____/____/____

Signature of Participant _____

Printed Name _____

Address _____

Phone _____

If under 18 years of age, signature of parent or guardian _____