

# GEORGIA CRUISERS

## General Release, Waiver of Liability and Indemnity Agreement

The following shall constitute a General Release, Waiver of Liability, Assumption of Risk, and Covenant Not to Sue for \_\_\_\_\_, (hereinafter, "Member").

Member is:

? Over the age of eighteen (18); or,

? Under the age of eighteen (18) and, if under the age of eighteen (18), \_\_\_\_\_ is the parent or legal guardian of the above Member.

Member agrees to this General Release and Waiver of Liability, Assumption of Risk and Covenant Not to Sue for any purpose for which Member participates in any EVENT(S) sponsored by Georgia Cruisers, a not-for-profit organization promoting four-wheel-drive recreation.

Each of the undersigned, for him or herself, his or her heirs, assigns, personal representatives, next-of-kin hereby acknowledges and:

1) **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoters, participants, sanctioning organizations (including Georgia Cruisers and Toyota Land Cruiser Association) or any subdivision thereof, officials, directors, vehicle owners, drivers, passengers, other members, rescue personnel, sponsors, advertisers, owners, lessees and lessors of premises used to conduct the EVENT(S) (including Dawson County, Georgia real property owned or managed by Ralph Skellenberg), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all of the purposes herein referred to as "RELEASEES," **FROM ALL LIABILITY TO THE UNDERSIGNED**, his or her personal representatives, assigns, heirs and next of kin **FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE INJURY OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

2) Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost that they may incur arising out of or related to the EVENT(S), whether caused by the negligence of the releases or otherwise.

3) Hereby assumes full responsibility for any and all risk of bodily injury or death or property damage arising out of or related to the EVENT(S), whether caused by the negligence of the Releasees or otherwise.

4) Hereby acknowledges that the activities of the EVENT(S) are inherently dangerous, and involve the risk of serious bodily injury and / or property damage. Each of the undersigned also expressly acknowledges that injuries and / or property damage incurred may be compounded or increased by the negligent rescue operations or procedures of the Releasees, and agrees to hold harmless the Releasees for any such increase in injury or property damage. The undersigned hereby agrees and acknowledges that he or she is personally and solely responsible for assessing his or her physical fitness for involvement in any of the EVENT(S). The undersigned further agrees and acknowledges that he or she is personally and solely responsible for his or her vehicle's proper mechanical and structural maintenance, on- and off-road worthiness, safety and safety equipment, and safe operation. The undersigned further agrees and acknowledges that he or she will, at all times relevant to the EVENT(S), wear a seatbelt or other such safety harness, and engage solely in the safe operation of his or her vehicle.

5) Hereby agrees and acknowledges that this General Release and Liability Waiver, Assumption of Risk, Indemnity Agreement and Covenant Not to Sue extends to any and all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, whose laws shall govern this document and any injury arising out of participation in the EVENT(S). The undersigned further agrees and acknowledges that, should any portion of this agreement be held to be invalid, unenforceable, void or illegal in any respect, the remaining balance of the agreement shall continue in full legal force and effect. The undersigned further agrees and acknowledges that this agreement constitutes the entire and sole agreement between the undersigned and Georgia Cruisers, and that there exist no other such agreements relating to the subject matter contained herein. Further, the undersigned agrees and acknowledges that this written agreement supersedes any prior understandings or written or oral agreement(s) between the undersigned and Georgia Cruisers.

**If Member is under the age of eighteen (18):**

\_\_\_\_\_  
**Signature of Parent or Legal Guardian**

\_\_\_\_\_  
**Date of Signature**

**If Member is over the age of eighteen (18):**

\_\_\_\_\_  
**Signature of Member**

\_\_\_\_\_  
**Date of Signature**

**Sworn to and subscribed before me**

**This** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_.

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

**My commission expires:** \_\_\_\_\_