

PETRA OVERLAND

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

1.) Voluntary Participation: I acknowledge that the **PETRA OVERLAND** will, from time to time, organize trail runs and other Off-road—related activities and programs throughout the year (“Events”). I understand and acknowledge that my participation in any **PETRA OVERLAND** Event is voluntary. I further acknowledge that as a participant and/or volunteer at any Event that I will not be paid for my services, that I will not be covered by any medical or insurance coverage provided by **PETRA OVERLAND**, and that I will not be eligible for any Workers Compensation benefits.

2.) I acknowledge that the Events may involve a test of my physical and mental limits as well as a test of the physical limits of my vehicle and equipment. I understand the Events carry significant risks and dangers, including the potential for serious injury, paralysis, and/or death, as well as the potential for loss or damage to my vehicle and other personal property. I understand the risks include, but are not limited to, those caused by terrain, weather, temperature, equipment, vehicular traffic, lack of hydration, and actions of others, including Event participants and volunteers. I understand that I should take all precautions, including the use of safety gear and proper equipment to avoid or reduce these risks, but understand that these risks do exist. If I am the primary driver or vehicle owner I agree to perform and complete a safety self-inspection for my vehicle before I participate in the **PETRA OVERLAND** Event.

3.) I knowingly and freely assume all such risks, both known and unknown, even if arising from any negligence by or on behalf of **PETRA OVERLAND**, its officers, directors, or representatives, and I assume full responsibility for my participation in each and every **PETRA OVERLAND** Event.

4.) I hereby consent to receive emergency medical treatment as necessary in case of accident or injury during my participation in an Event. I acknowledge and agree that neither **PETRA OVERLAND** nor its officers, directors, volunteers or representatives owe me a duty to perform emergency medical treatment if I am injured during an Event. I hereby release and forever discharge **PETRA OVERLAND** and its officers, directors, volunteers and representatives from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or service rendered to me.

5.) In consideration for being permitted to voluntarily participate in **PETRA OVERLAND** Events, I, for myself and on behalf of my heirs, assigns, directors, officials, agents, representatives, volunteers, employees, sponsors and/or sponsoring agencies (the “Released Parties”) from and for any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for any personal injury, disability, death, vehicle or other property damage, property theft, or injury of any kind, which I may suffer during my participation in an Event, to the fullest extent permitted by law.

6.) If, despite the release, I make a claim against any of the Released Parties, I agree to defend, indemnify, save and hold harmless the Released Parties, and each of them, from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim(s) brought against them, whether the claim is based on the negligence of the Released Parties or otherwise.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. THIS CONTRACT IS EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2024.

Participant’s Name (please print)
I am primarily: [] the Driver [] a Passenger

Date

Participant’s Signature
Initial here if attaching waiver for minor child(ren): _____

PHOTO MEDIA RELEASE

I understand while participating in Events I may be photographed or have video images taken of me. I hereby grant permission to **PETRA OVERLAND** and its representatives the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, including photographs or images taken of my vehicle, in promotional materials and publicity efforts, including through publication, illustration, advertising, and social media, in any manner or in any medium. I hereby release **PETRA OVERLAND** and its representatives from all claims for liability relating to such photographs and/or video images of me and/or my vehicle. I hereby waive my right to receive any compensation for such photographs or video images. I certify that I am 18 years of age or older.

Participant’s Signature

Date

Emergency Information (Please list contact in case of emergency)

Contact Name: _____ Contact Phone: _____ Relation _____

WAIVER AND RELEASE OF LIABILITY (MINOR CHILD)

1.) I certify that I am the adult parent or guardian of the minor child(ren) listed below. I have this date signed a Participant Waiver and Release of Liability for my voluntary participation in **PETRA OVERLAND** Events, to which I hereby incorporate and attach this Waiver and Release of Liability (Minor Child) for the minor child(ren) listed below.

2.) I understand the nature of **PETRA OVERLAND** Events and the minor child(ren)'s experience and capabilities, and believe the minor child(ren) to be qualified to participate in the Events. I hereby consent to the minor child(ren)'s participation in **PETRA OVERLAND** Events.

3.) I fully understand and will instruct the minor child(ren) of all risks and dangers the Events carry, including the potential for serious injury, paralysis, disability, and/or death. I understand the risks and dangers may be caused by the minor child(ren)'s own actions or inactions, the actions or inactions of others participating in the Events, or from forces outside of my control, including terrain, weather, temperature, equipment, and/or vehicular traffic. I acknowledge there may be other risks not known to me or that are not readily foreseeable at this time, including social and economic losses and/or damages that could result from those risk(s) and that could permanently change the minor's future.

4.) On behalf of the minor child(ren) listed below, I hereby accept and assume all such risks, known and unknown, and assume all responsibility for any losses, costs and/or damages following any such injury, disability, paralysis, or death, even if caused, in whole or in part, by the negligence of **PETRA OVERLAND**, its officers, directors, officials, agents, representatives, volunteers, or employees.

5.) I hereby consent for the minor child(ren) to receive emergency medical treatment as necessary in case of accident or injury during participation in the Events. I acknowledge and agree that neither **PETRA OVERLAND** nor its officers, directors, volunteers or representatives owe a duty to perform emergency medical treatment if the minor child(ren) is/are injured during the Events.

6.) In consideration for me and the minor child(ren) being permitted to voluntarily participate in the Events, I, for myself and on behalf of the minor child(ren) and the minor child(ren)'s heirs, assigns, personal representatives, and next of kin, hereby release, discharge, indemnify, and covenant not to sue **PETRA OVERLAND**, its officers, directors, officials, agents, representatives, employees, sponsors and/or sponsoring agencies, from and for any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for any personal injury, disability, paralysis, death, property damage, or injury of any kind, including on account of any first aid or treatment given, which the minor child(ren) may suffer during participation in the Events, to the fullest extent permitted by law.

7.) If, despite the release, I, the minor child(ren), or anyone on the minor child(ren)'s behalf makes a claim against any of the Released Parties, I agree to defend, indemnify, save and hold harmless the Released Parties, and each of them, from any litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to the claim(s) brought against them, whether the claim is based on the negligence of the Released Parties or otherwise.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY (MINOR CHILD), FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR CHILD(REN) WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT. THIS CONTRACT IS EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2024.

Minor's Name: _____ Age: _____ Minor's Name: _____ Age: _____

Minor's Name: _____ Age: _____ Minor's Name: _____ Age: _____

Parent/Guardian Name: _____ X _____ Date: _____
(please print) (Signature)

PHOTO MEDIA RELEASE (Minor Child)

On behalf of myself and for the above-listed minor child(ren), I hereby grant permission to **PETRA OVERLAND** and its representatives the irrevocable and unrestricted right to reproduce photographs and/or video images taken of the minor child(ren) at the Events in promotional materials and publicity efforts, including through publication, illustration, advertising, and social media, in any manner or in any medium. I hereby release **PETRA OVERLAND** and its representatives from all claims for liability relating to such photographs and/or video images. I hereby waive all rights to receive compensation for such photographs or video images.

Parent/Guardian Signature Date