

## RECREATIONAL VEHICLE RELEASE OF LIABILITY AND WAIVER OF CLAIMS FORM

**Please read and be certain you understand the implications of signing.**

**I HEREBY UNDERSTAND, AFFIRM AND ACKNOWLEDGE THAT THERE ARE INHERENT RISKS INVOLVED** with recreational activities involving the use of a motorized off-highway vehicle, in specific, a utility terrain vehicle (UTV) and related sport activities to which I am about to engage. Children and teens under the age of 18 are strictly prohibited from operating the UTV. I have read and understand the operating manual and usage guidelines, and **I HEREBY ASSUME SUCH RISKS** included but not limited to:

1. Instability and loss of control;
2. Collisions;
3. Rollovers;
4. Serious injury and loss of life;

**I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.**

I specifically acknowledge that I am physically and mentally fit to operate recreational UTV and/or participate in such recreational activities, and I will not hold CALIENDO PROPERTY MANAGEMENT, LLC, ANTHONY CALIENDO, LYNETTE CALIENDO or its affiliates (Releases) responsible if I am injured as a result of any incidents (medical, accidental, or otherwise) which occur while participating in such activities.

I specifically waive any defense insofar as this contract is concerned that may arise as a result of any state or local law and/or regulation or policy that may impact its enforceability.

I agree to forever discharge and release CALIENDO PROPERTY MANAGEMENT, LLC, ANTHONY CALIENDO, LYNETTE CALIENDO or its affiliates (Releases) from any and all responsibility or liability for any and all injuries to myself, to others and damages to the property belonging to CALIENDO PROPERTY MANAGEMENT, LLC.

I agree NOT to make a claim against or sue any of the above parties for injuries. I further specifically agree, on behalf of myself, and my heirs, to indemnify and hold harmless the released parties for any and all causes of action arising as a consequence of any incidents which might occur during my participation in any activities described in this waiver.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

### **Release Of Liability, Waiver of Claims and Indemnity Agreement**

I agree to INDEMNIFY, RELEASE OF LIABILITY and HOLD HARMLESS CALIENDO PROPERTY MANAGEMENT, LLC., ANTHONY CALIENDO, LYNETTE CALIENDO or its affiliates (Releases) and **I AGREE TO ASSUME ALL RISK IN CONNECTION** with the RECREATIONAL VEHICLE ACTIVITY FOR WHICH I AM PHYSICALLY AND MENTALLY FIT TO PARTICIPATE IN.

*(By signing, you are agreeing to and accepting all of the terms and conditions set forth in this Waiver and Liability Release Agreement)*

C A L I E N D O P R O P E R T Y M A N A G E M E N T L L C .

1. To waive and release any and all claims based upon negligence, active or passive, with the exception of intentional, wanton or willful misconduct that I may have in the future against the named Releases within this agreement.

2. To release the named Releases from liability and responsibility whatsoever and for any claims or cause of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above recreational vehicle activities described in this agreement, whether caused by active or passive negligence of the releases or otherwise, with the exception of gross negligence. By executing this document, I agree to hold the Releases harmless and indemnify them in conjunction with any injury or loss of life that may occur as a result of engaging in the activities described in this agreement.

3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releases, other than what is set forth in this Agreement.

I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf and that my parent or legal guardian is in complete understanding and concurrence with this Agreement.

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NAME (PRINTED)

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DATES OF YOUR STAY

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SIGNATURE

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DATE