

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The undersigned individual (referred herein as "I" or "me") desires to participate in the Activity (as defined herein) provided by California Xtreamin ("Company"), wherever located including at 17620 Baluchi Ct. Perris, CA 92570 ("Premises"), and surrounding areas in California. In consideration of being permitted to engage in the Activity, permitted to enter onto the Premises, allowed to rent a Vehicle, and the intangible value of such experience and participation therein, and in recognition of the Company's reliance on the representations made herein voluntarily enters into this Release of Liability and Assumption of Risk ("Release").

Company and their parent companies, subsidiaries, affiliates, respective directors, officers, employees guides, sales agents, independent contractors, subcontractors, representatives, shareholders, assignees, and other customers, guests and invitees thereof (all of whom collectively referred to herein as "Releasees").

The term "Activity" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including but not limited to: use or operation of the Vehicles, machines, safety equipment; off-roading; guided tours; travel to and from trails; orientation and training; and all other activities events and services provided by the Releasees or incidental thereto.

The term "Vehicle" means the motorcycle, all-terrain-vehicle, or other vehicle being operated by me including without limitation the Vehicle described in the Vehicle Rental Agreement.

1. HEALTH AND SAFETY ACKNOWLEDGEMENTS RELATING TO COVID-19

I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) ("Disease") and the risk that I may be exposed to or contract the Disease by engaging in the Activity, which may result in serious illness, personal injury, disability, death, or property damage.

I confirm that I am not experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed or suspected of having the Disease. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity and the Disease while participating in the Activity, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment.

I understand that while the Releasees have implemented measures to reduce the potential transmission and risk of the spread of the Disease, the Releasees cannot guarantee that I will not be injured or become infected with the Disease due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease.

INITIALS _____

2. ASSUMPTION OF RISK

I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of serious injury, disability, death, or property damage.

I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Releasees or others, including negligent emergency response or rescue operations of the Releasees.

I understand that while the Releasees have implemented measures to reduce the risk of injury from the Activity, they are unable to prevent injury due to my participation in the Activity, and engaging in the Activity greatly increases my risk of injury, disability, death or property damage.

The physical exertion required, and the forces exerted on the body may activate or aggravate pre-existing physical injuries or conditions. I have been advised to obtain medical advice before engaging in any Activity, or if I know or suspect that my physical condition may not be suitable for Activity.

I acknowledge that I will follow the rules of conduct, including without limitation that participants may not be under the influence of drugs or alcohol while Activity.

I acknowledge that I have been advised to wear a helmet and proper safety gear while engaged in the Activity. I further acknowledge that it is the law to wear a helmet as well as the stated policy of the Releasees.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

INITIALS _____

3. MEDICAL CONDITIONS

I have no known medical conditions that could affect my ability or capabilities to operate the Vehicle or engage in the Activity.

I confirm that I am in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity.

If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I will also follow all instructions, recommendations, and cautions of the Releasees at all times during the Activity.

I hereby consent to receive medical treatment which may be deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Releasees from any claim whatsoever in connection with such treatment or other medical services.

INITIALS _____

4. INSURANCE

I certify that I either: (i) have adequate insurance to cover any injury and, or, rescue evacuation that may arise while involved in The Activity; or (ii) agree to bear the costs of such injury and/or rescue.

I acknowledge that in the event of an accident, rescue and medical treatment may not be immediately available. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

INITIALS _____

5. DAMAGES

I acknowledge that I am responsible for returning the Vehicle by the time listed, and I am responsible for the cost or expense of transport in the case of mechanical failure.

I am responsible for any and all new damage to the Vehicle during the rental period, whether or not participating in a tour or the Activity organized by Releasees.

By signing below I am agreeing to pay for all new damage caused to the Vehicle, caused to the Vehicle of any other participants, up to the total replacement value of the Vehicle.

I further acknowledge the rental terms and conditions, damage repair and parts amounts as outlined in the Vehicle Rental Agreement or as disclosed in writing by the Company are the rates/amounts I will be responsible for. I agree to pay for any and all damages, los and 3rd party damages as outlined by the terms and conditions of the rental contract, as indicated by the deductibles. I agree to pay for damages as per prices from dealers or repair quoted from an official dealer. I have taken notice and accept the conditions under which I am responsible for full damages, regardless of fault or deductible (as listed under Prohibited Use).

6. PHOTO/VIDEO RELEASE

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby grant Releasees an irrevocable license in perpetuity and permission and consent to use any photographs taken on before, after and during the tour for use in presentational and marketing materials including but not limited to publicity, copyright purposes, advertising, and digital content. Notwithstanding, I agree to notify the Releasees first in writing of any request to takedown or cease use of any such photo, image or likeness.

INITIALS _____

7. ENTIRE AGREEMENT

In entering into this Release, I am not relying on any oral, written or visual representations or statements made by the Releasees with respect to the Activity or the safety thereof, other than what is set forth herein.

This Release constitutes the sole and entire agreement of the Releasees and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Releasees and me and our respective successors and assigns.

All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in California and I hereby consent to the exclusive jurisdiction of such courts.

8. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Releasees, on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Releasees or any Releasees or otherwise. I covenant not to make or bring any such claim against the Releasees or any other Releasee, and forever release and discharge the Releasees and all other Releasees from liability under such claims.

9. INDEMNIFICATION

I shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Releasees, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Releasees.

10. RELEASE OF ALL CLAIMS

I understand this Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS AND REMEDIES I MAY HAVE AGAINST THE RELEASEES INCLUDING THE RIGHT TO SUE FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES.

SIGNATURE:		DATE:
NAME:		
LICENSE #:	CLASS:	ISSUED BY:
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	E-MAIL:	
EMERGENCY CONTACT:	PHONE:	

PARENT OR GUARDIAN FOR MINORS (UNDER 18 YEARS OF AGE):

In signing below the undersigned parent/guardian represents that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

SIGNATURE:		DATE:
NAME:	RELATIONSHIP:	