

**EXPRESS ASSUMPTION OF RISK, DECLARATION OF FITNESS, RELEASE OF LIABILITY, WAIVER OF  
CLAIMS, AND INDEMNITY AGREEMENT  
CREEPER JEEPERS GANG**

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

**EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH CREEPER JEEPERS GANG 4-Wheel Drive Club Of Durango, a Colorado Nonprofit Corporation ("CJG") EVENTS:**

By my signature below, I hereby affirm and acknowledge that I understand that the **following inherent hazards and risks** are associated with 4-wheeling, motorized touring, 4-wheel drive events, outdoor recreational activities, traveling to and from the 4-wheel trails, and related activities (the "Activities"):

- i. Risk of injury from the Activities and equipment utilized in the Activities can be significant and includes the potential for cuts, broken bones, permanent disability, and death.
- ii. Possible equipment failure and/or malfunction of my own or others' equipment.
- iii. Collision and running into objects, persons or animals including but not limited to fallen people or objects, boulders, crevices, logs and stumps; sand-traps and other hazards that are not visible.
- iv. My own negligence and/or the negligence of others, including CJG officers, trail officials, members, volunteers, including but not limited to operator error.
- v. Falling off cliffs, large rocks or boulders; sliding on or becoming stuck in sand; flipping my motor vehicle or other hazards that may result in wetness, injury, exposure to elements, hypothermia, impact of body upon water, rocks, roadways, or sand.
- vi. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, hypothermia, heat exhaustion, heat stroke, sunburn, dehydration.
- vii. Exposure to outdoor elements, including but not limited to rock fall, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions.
- viii. Attack by or encounter with insects, reptiles, and/or animals.
- ix. Accidents or illness occurring in remote places where there are no available medical facilities.
- x. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**I understand this description of hazards/risks is not complete and that unknown or unanticipated hazards/risks may result in damage to my vehicle, personal belongings, personal injury to myself and any passengers/bystanders, illness, disability, or death.**

**DECLARATION OF FITNESS/CONSENT TO JURISDICTION:**

I hereby declare that I am mentally and physically fit, with the requisite level of experience, to participate in CJG events. I hereby represent and warrant that I have no known illnesses, injuries, physical defects, or adverse medical conditions that would render me unfit to participate in CJG events. I agree to abide by the decision of the CJG officers, trail officials, members, and volunteers, related to my capacity and fitness, which shall include the condition of my motor vehicle, to participate in or drive CJG events, trails, or obstacles.

I further understand that my operation of a motor vehicle in a CJG event subjects me to all laws and requirements of the State the CJG event is being held in, and the CJG rules, including:

- A. Insuring the motor vehicle in amounts not less than the statutory minimum for bodily injury and property damage (please consult with your auto insurer to confirm the statutory minimums for the State the CJG event is being held in prior to the event);
- B. Insuring the motor vehicle for 4-wheel driving off-road and on established trails;
- C. Prohibiting the operation of any motor vehicle while under the influence of alcohol or drugs;
- D. Maintain proper licensing and registration for my motor vehicle;
- E. Wearing my seat belt and ensuring all of my passengers wear their seat belts at all times;
- F. Confirming that my motor vehicle is equipped for all trails for which I register;
- G. Ensuring that I have the requisite amount of experience for each trail I drive; and
- H. Abiding by all other State laws and CJG rules and regulations.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT:**

In consideration for being permitted to participate in 4-wheeling, motorized touring, 4-wheel drive events, outdoor recreational activities, traveling to and from the 4-wheel trails, and related activities:

1. Release of Liability. I HEREBY RELEASE WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, including but not limited to my vehicle, arising out of my participation in or otherwise related to the Activities, WHETHER CAUSED BY NEGLIGENCE (Active or Passive) OR OTHERWISE, Creeper Jeepers Gang 4-Wheel Drive Club of Durango, a Colorado Nonprofit Corporation, its representatives, agents, directors, officers, trail officials, members, volunteers and its sponsors, (collectively referred to herein as "Releasees").
2. Waiver of Claims. I knowingly, voluntarily, and expressly waive any claim I may have against Releasees for any injuries or damages that I may sustain as a result of participation in the Activities. I, my estate, heirs, survivors, executors, or assigns forever release, waive, discharge and covenant not to sue Releasees for any injury or death caused by negligence or other acts.
3. Indemnification. I agree to indemnify; hold harmless, and defend Releasees from any and all claims damages, actions, judgments, liabilities, demands, agreements, costs and controversies of any kind, in law, equity or otherwise, whether known or unknown, arising out of my participation in the Activities, whether caused by the negligence (active or passive) of the Releasees or otherwise.
4. Entire Agreement. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the Releasees, other than what is set forth in this Agreement.
5. Severability. This release shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable; the remaining terms shall be enforceable.

**I HAVE READ THIS AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY ACCEPTING AND SIGNING THIS AGREEMENT.**

**ALL DRIVERS, PASSENGERS, PARTICIPANTS, TRAIL OFFICIALS, VOLUNTEERS MUST READ AND SIGN FOR ALL CJG EVENTS, TRAILS, OBSTACLES, OTHER.**

**Vehicle (Make and Model):** \_\_\_\_\_ **License Plate #:** \_\_\_\_\_

X \_\_\_\_\_  
Signature of Participant (1) Name of Participant (Please Print) Date

X \_\_\_\_\_  
Signature of Participant (2) Name of Participant (Please Print) Date

X \_\_\_\_\_  
Signature of Participant (3) Name of Participant (Please Print) Date

X \_\_\_\_\_  
Signature of Participant (4) Name of Participant (Please Print) Date

**FOR MINORS:** This is to certify that I, as Parent, Guardian, or Temporary Guardian with legal responsibility for this participant, consent and agree to the terms of the foregoing Agreement and its application to the Minor identified below.

X \_\_\_\_\_  
Signature of Parent or Guardian (5) Name of Minor Participant (Please Print) Age Date

X \_\_\_\_\_  
Signature of Parent or Guardian (6) Name of Minor Participant (Please Print) Age Date

X \_\_\_\_\_  
Signature of Parent or Guardian (7) Name of Minor Participant (Please Print) Age Date