

# Laurel Highlands JeepFest



## Release Agreement-Please read carefully before signing

1. I warrant that I possess a valid driver's license and that said license is in full force during the undersigned participation as a guest of the Nemaocolin Woodlands Resort and the Laurel Highlands JeepFest and that the undersigned is not under the influence of intoxicating alcohol and has not consumed any alcohol or illicit or prescription drugs over the past 12 hours, and is not affected by any medical condition that would hamper the undersigned's ability to operate the vehicles in any way.
2. I REALIZE THIS IS A HAZARDOUS ACTIVITY, AND I ASSUME ALL RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE I MAY SUSTAIN FROM TRAIL RIDING ON AN UNDEVELOPED AND UNSUPERVISED TRACT OFF LAND OR FROM ON-PAVEMENT DRIVING NEGLIGENCE.
3. I, releaser, intending to be legally bound and in consideration for being permitted to participate in the Off Road Driving Academy and Trail Rides (the "Activity") do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge the Laurel Highlands JeepFest, their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufacturers and distributors of any equipment used in the Activity (the "Releases"), from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from, or to result from, my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releases or not.
4. I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releasees may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence, of Releasees or otherwise.
5. I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon Nemaocolin Woodlands Resort and Spa and while participating in the Activity.
6. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
7. This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arising out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania.
9. I am of legal age and fully competent, and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has fully read the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by their signature.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Room# \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

List any Medical Conditions Pertinent to Operating a Vehicle: \_\_\_\_\_

# Nemacolin Woodlands Resort Off-Road Driving Academy

## Release Agreement - Please read carefully before signing.

1. I warrant that I possess a valid driver's license and that said license is in full force during the undersigned participation as a guest of the Nemacolin Woodlands Resort and that the undersigned is not under the influence of intoxicating alcohol and has not consumed any alcohol or illicit or prescription drugs over the past 12 hours, and is not affected by any medical condition that would hamper the undersigned's ability to operate the vehicles in any way.
2. I REALIZE THIS IS A HAZARDOUS ACTIVITY, AND I ASSUME ALL RISKS OF PERSONAL INJURY OR PROPERTY DAMAGE I MAY SUSTAIN FROM TRAIL RIDING ON AN UNDEVELOPED AND UNSUPERVISED TRACT OFF LAND OR FROM ON-PAVEMENT DRIVING NEGLIGENCE.
3. I, releaser, intending to be legally bound and in consideration for being permitted to participate in the Off Road Driving Academy (the "Activity") do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge Nemacolin Woodlands Inc. d/b/a Nemacolin Woodlands Resort and Spa, 84 Lumber Company, L.P., their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufacturers and distributors of any equipment used in the Activity (the "Releases"), from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from, or to result from, my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releases or not.
4. I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releasees may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence, of Releasees or otherwise.
5. I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while in or upon Nemacolin Woodlands Resort and Spa and while participating in the Activity.
6. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.
7. This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
8. I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arising out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania.
9. I am of legal age and fully competent, and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has fully read the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by their signature.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Room# \_\_\_\_\_

Home Address: \_\_\_\_\_

E-Mail \_\_\_\_\_

Driver's License Number and State: \_\_\_\_\_

List any Medical Conditions Pertinent to Operating a Vehicle: \_\_\_\_\_

### Instructor Section:

Safety is our number one mission at Nemacolin. Our goal is to ensure a safe experience for you today. Driving off road in an unsafe manner will not be tolerated. I am your instructor; I will assist you in off-roading. I have been trained in the safe operations of the Jeep Rubicon. We will encounter situations, which will require you to listen intently to my instructions. I will assist you in transmission selection, angles in which to take obstacles and most importantly speed of the vehicle. If the driver should fail to listen to the instructions given, unsafe operations and damage to the vehicle will occur. The driver will be responsible for the repair of the vehicle. The most important thing to remember is there is only one way to operate a Vehicle, the safe way, and this is how we will operate today.

The safety mission was read to me and I understand and accept the conditions as read: \_\_\_\_\_ of drivers \_\_\_\_\_

Initial of the Instructor \_\_\_\_\_

### Instructor Log

Date: \_\_\_\_\_ Brake Fluid Level: \_\_\_\_\_ Coolant Level: \_\_\_\_\_

Name: \_\_\_\_\_ Washer Fluid Level: \_\_\_\_\_ Mileage In: \_\_\_\_\_

Vehicle: \_\_\_\_\_ Tires: \_\_\_\_\_ Steering Level: \_\_\_\_\_

Oil Level: \_\_\_\_\_ Mileage Out: \_\_\_\_\_ Comments: \_\_\_\_\_