

# APPALACHIAN OFF ROAD CLUB

## MEMBERSHIP AGREEMENT, LIABILITY WAIVER, AND RISK ASSUMPTION

THIS IS A BINDING LEGAL DOCUMENT. DO NOT SIGN UNLESS YOU HAVE READ AND FULLY UNDERSTAND THE TERMS OF THIS DOCUMENT. YOU ARE ADVISED TO SEEK LEGAL ADVICE BEFORE SIGNING THIS LEGAL DOCUMENT.

### 1. TERMS OF MEMBERSHIP

- A. Membership shall be limited to individuals who possess a vehicle capable of off road driving. The capability of the vehicle for off road driving shall be determined by the individual possessing the vehicle and shall not be determined by Appalachian Off Road Club. It is the member's sole discretion as to the capability of the vehicle and the vehicle's fitness for this particular purpose.
- B. Members will be deemed voting members upon payment of membership dues. Membership dues will accrue annually as stated in the bylaws. Membership dues shall be \$35.00. The amount of dues is subject to change by amendment of the bylaws.

### 2. LIABILITY WAIVER

- A. The undersigned hereby waives any and all liability that may be incurred as a result of participating in any event organized by the Appalachian Off Road Club.
- B. The undersigned waives any liability for damage to property that may be incurred as a result of participating in any event organized by the Appalachian Off Road Club.
- C. The undersigned waives any liability for any personal injury that may be sustained as a result of participation in any event organized by the Appalachian Off Road Club.
- D. The undersigned also agrees to inform any non-member passengers in his or her vehicle that by riding in a vehicle operated by an Appalachian Off Road Club member, the passenger has consented to a waiver of liability for any property and/or personal injury that he or she may incur as a result of participation in any event organized by Appalachian Off Road Club.

### 3. ASSUMPTION OF RISK

- A. The undersigned hereby assumes all risk associated with participating in any event organized by the Appalachian Off Road Club.
- B. The undersigned's assumption of risk shall not be limited by foreseeability.
- B. The undersigned agrees that assumption of such risk shall be effective as to both personal injury and property damage without regard to the foreseeability of the incurrence of such risk.
- C. The undersigned agrees to inform any non-member passengers in his or her vehicle that by riding in a vehicle operated by an Appalachian Off Road Club member, the passenger has consented to assumption of all risk including personal injury and/or property damage without regard to the foreseeability of the incurrence of such risk.
- D. The undersigned assumes the risk for any non-member passenger riding in his or her vehicle if member fails to obtain a liability waiver or assumption of risk from non-member passenger prior to participating in an event organized by the Appalachian Off Road Club.

I, \_\_\_\_\_, have read and understand the terms of this legal document. I agree to all terms stated herein. I have either sought legal advice or waived my right to obtain legal advice by signing my name below.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature