PARTICIPANT AGREEMENT, RELEASE and ACKNOWLEDGMENT of RISK In consideration of the services of Overland Experts LLC., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Overland Experts), I hereby agree to release, indemnify, and discharge Overland Experts LLC. on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that course and guided 4-wheel drive tours and attendant instruction and training entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: acts of participants, employees or agents, or other persons in this activity; contact with plants or animals; my own physical condition, or my own acts or omissions; condition of roads, trails, waterways or terrain and accidents connected with their use; consumption of food or drink; riding on uneven terrain; loss of control; collision with other vehicles, participants, trees, rocks and other human-made or natural obstacles; exposure to the elements, extreme temperatures, inclement weather; mechanical and/or equipment problems; and unavailability of immediate medical attention in case of injury.

Furthermore, Overland Experts guides and trainers and instructors have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. The might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. **I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.**

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Overland Experts from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Overland Experts' equipment or facilities, **including any such Claims which allege negligent acts of omissions of Overland Experts.**

4. Should Overland Experts or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. **I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.** I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against Overland Experts, I agree to do so solely in the state of Connecticut, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Overland Experts on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Name																																			
Email																																				

Address: _____Date: _____

City/State/Zip:_____Phone(s): _____

Group/Ref: _____ Signature: _____

PARENT OR GUARDIAN ADDITIONAL INDEMNIFICATION (Must be completed for participants under age of 18)

In consideration of_____ (print minor's name) ("Minor") being permitted by Overland Experts to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Overland Experts from any and all claims which are brought by, or on behalf of, Minor and which are in any way connected with such use or participation by Minor.

Signature of Parent or Guardian _____Print Name _____ Date _____

EACH PERSON ATTENDING AN OVERLAND EXPERTS EVENT, WHETHER AS A DRIVER OR A PASSENGER, MUST SIGN THEIR OWN RISK FORM, OR IF A MINOR, MUST HAVE ONE SIGNED BY PARENT OR GUARDIAN.