

DST WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(Page 1 of 2)

By executing this form, I hereby make application to the Board of Directors of the Desert Side Tracs Club (hereafter "DST"), to participate in club activities. By my signature below, I certify that I have read, understand, and accept the following representations, stipulations, and waiver of liability.

1. I understand that after diligent investigation, DST has found that insurance for risks of participation in activities conducted by DST is unavailable or prohibitively expensive. I further understand that DST and other property owners and facilities providers will not accept financial or legal liability for any injury or occurrence arising from DST activities and that accordingly, my participation in such activities must be entirely at my own risk.
2. **I hereby acknowledge that the types of DST activities are inherently risky and dangerous, including risk of damage to vehicle and personal injury.** I hereby acknowledge and certify that the vehicle I operate or the vehicle in which I am a passenger has the necessary equipment to safely engage in DST activities. I hereby certify all such equipment is in good working order and properly installed. Such equipment, at minimum, to include:
 - a) **Jack (capable of lifting the vehicle)**
 - b) **Fire Extinguisher**
 - c) **First Aid Kit**
 - d) **Roll Bar, Cage, or Factory Hard Top**
 - e) **Full Size Spare Tire**
 - f) **Tow Strap, and Tow Hooks (front and rear)**
 - g) **UHF/VHF handheld (transmitting no higher than 2 watts) or 40 Channel CB radio. CB handheld not recommended.**
3. I further certify that the vehicle I operate or the vehicle in which I am a passenger is in excellent working condition given the types of activities in which DST club and its members is/are involved, such as brakes, transmission, steering, tires, street-legal lights, low-range transfer case, and other drive train components.
4. I understand that my operation of a vehicle in DST activities subjects me to all laws and requirements of the State of California in regard to operation of a motor vehicle, and agree to comply with all applicable laws, including, but not limited to:
 - a) **The law that my vehicle be insured in an amount not less than statutory minimum;**
 - b) **The laws against operation of a motor vehicle while under the influence of alcohol or drugs;**
 - c) **The law that all persons operating a motor vehicle be properly licensed by the State of California or other state;**
 - d) **The laws relating to utilizing seat/shoulder belts by driver and passengers.**
5. **I agree to abide by all the rules and understand DST has right not to allow participation if established rules are not followed.**

LIABILITY WAIVER

(Page 2 of 2)

ACCORDINLY, I HEREBY WAIVE, FOR MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, ALL CLAIMS, WHICH I MIGHT HAVE AGAINST THE DST, ANY OTHER PROVIDERS OF FACILITIES AND ANY OF THEM IN COMBINATION, and their officers, directors, agents, members, employees, and contractors, for injury, accident, illness, property damage, death, or other occurrence arising in any manner whatsoever out of my participation in activities sponsored by DESERT SIDE TRACS. I expressly assume all risks of my participation, including the risk that I might be injured, as a result of the negligence or gross negligence of DESERT SIDE TRACS, any other facilities provider, or any of its officers, directors, agents, members, employees, or contractors. In my capacity as vehicle operator, I expressly assume financial and/or legal liability for all risks of injury to persons who accompany me. FURTHERMORE, I agree to indemnify, defend, save and hold harmless DESERT SIDE TRACS, its officers, directors, members, agents, and contractors, for any and all loss, costs, damages, expenses, and attorney fees arising out of my participation, or the participation of persons who accompany me, in DESERT SIDE TRACS related activities.

ALL PARTICIPANTS MUST SIGN THIS RELEASE. A MINOR SHALL WRITE WORD 'MINOR' next to his/ her name. A PARENT with legal custody or a LEGAL GUARDIAN must also sign after the MINOR.

NAMED ACTIVITY: Membership and All DST Club ACTIVITIES

Vehicle Driver: Date: _____ Print Name: _____

Signature: _____

Vehicle Type: _____ License #: _____ State: _____

Emergency Contact Name: _____ Emergency Contact Ph#: _____

* * * * *

Passenger Name (Print): _____ **Signature:** _____

If minor, Authorized Signature: _____

Passenger Name (Print): _____ **Signature:** _____

If minor, Authorized Signature: _____

Passenger Name (Print): _____ **Signature:** _____

If minor, Authorized Signature: _____

Passenger Name (Print): _____ **Signature:** _____

If minor, Authorized Signature: _____