



Express Assumption of Risk and Release of Claims

You are waiving legal rights – please read carefully.

I am at least 18 years old. I want to participate in the Tread Trainer™ program by Tread Lightly!, Inc.® (hereafter “Tread Lightly!” which means all of its affiliates, officers, directors, employees and agents).

I understand Tread Lightly! is a nonprofit education organization whose mission is to proactively protect recreation access and opportunities through ethics education and stewardship initiatives, and that its strategic focus is to deliver a consistent message advocating responsible use of motorized and mechanized vehicles on land and water. I understand that Tread Lightly! does not want to be sued or risk liability for property damage, personal injury, disease or wrongful death arising from or related to my participation in the Tread Trainer program. Therefore, in consideration of participating in the Tread Trainer program, I agree:

1. There are risks involved in my participation in the Tread Trainer program, possibly including accident and negligence by Tread Lightly! or others. **I freely and expressly assume all such risks.** For example, but not in way of limitation, I understand that there is risk of personal injury, property damage, disease or death arising from engaging in such outdoor activities as riding motorized vehicles including, but not limited to ATVs, four-wheel drive vehicles, dirt bikes, snowmobiles, and personal watercraft, as well as engaging in non-motorized activities including, but not limited to camping, hiking, mountain biking, and horseback riding, some which are further set forth below.
 - a. **Risks present in an outdoor environment:** These risks include travel in front-country and backcountry wilderness terrain, both on- and off-trail. While traveling in these areas hazards may not be marked, weather is unpredictable year-round, and lightning, rapidly moving rivers/whitewater, falling rocks snow and ice, avalanche dangers, fallen timber, stinging insects, wild animals and other hazards can exist.
 - b. **Risks associated with travel:** Travel can be on foot, or by vehicle, boat or other means, and can be over difficult terrain, over lakes and rivers, in adverse weather conditions. Collisions with other vehicles or objects is possible as is equipment failure or malfunction.
 - c. **Risks involved in horseback riding:** Horses (including donkeys and mules) are unpredictable in all circumstances. Horses can react to the environment, and conduct of riders, other persons, and vehicles. Horseback riding can involve equipment that may break, saddles that may slip and other riders who may not be able to control their animals.
 - d. **Risks in course facilitator judgment:** Risks involved in decision making and conduct, including the risk that a course facilitator, co-facilitator, or other assistant may misjudge a participant’s capabilities, or misjudge weather, terrain, trail conditions, water level, or route location.
 - e. **Risks associated with geographic location:** Remote locations can create difficulties in communication and transportation and delays in evacuation and medical care.
 - f. **Risks regarding conduct:** The potential that you, other participants or third parties, (e.g. other trail users, drivers, rescue squad, hospital) may act carelessly or recklessly.
 - g. **Risks associated with outdoor activities:** These other risks, hazards, and dangers may result in participants falling, being struck, colliding with objects or people, experiencing vehicle capsizing or collision, reacting to high altitudes and weather conditions or experiencing other problems. **These and other circumstances may cause hypothermia, dehydration, frostbite, drowning,**



high-altitude sickness, heart or lung problems, broken bones, burns, or other injury, damage, death, or loss.

It is my responsibility to ensure that I take any and all appropriate actions to minimize my risks. I understand that I am fully responsible for my own behavior and personal property.

2. It is my responsibility to independently review and examine the qualifications of individuals or organizations providing Tread Lightly! courses. I understand that **Tread Trainers are not representatives of Tread Lightly!, and that all organizations or individuals conducting Tread Trainer programs or Tread Lightly! Awareness courses act as independent contractors or volunteers and are solely responsible for the conduct of the course.**
3. I have my own personal insurance to cover my person and my possessions in the event of personal injury, property damage, disease, or death.
4. I forever and expressly RELEASE, WAIVE AND DISCHARGE and hold harmless Tread Lightly! and free from blame and liability and for any claims, causes of action or other rights arising from or related to my participation in the Tread Trainer program, including, but not limited to property damage, personal injury, disease, or wrongful death caused by act or negligence of Tread Lightly!.
5. I will not, on behalf of myself or anyone else, sue or make a claim against Tread Lightly! for any injury related to participation in the Tread Trainer program, even if the injury is caused by negligence of Tread Lightly!. I am free to sue or make a claim against others besides Tread Lightly! related to my participation in the Tread Trainer program.
6. I will indemnify and hold harmless Tread Lightly!, including, but not limited to, attorney's fees and other expenses, from any breach of this agreement.
7. This agreement is governed by Utah law and shall not be modified or revoked by an express writing signed by Tread Lightly! and me.

Signature

Date

(Print Name Legibly)