

South East South Dakota ATV Association (SESDA)

PO Box 674, Yankton, SD 57078

EMAIL: SESDA.2011@yahoo.com

MEMBERSHIP AND RELEASE OF LIABILITY FORM – READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS.

In exchange for participation in the activity of recreational ATV/UTV club rides organized by South East South Dakota ATV Association, Yankton, SD 57078 and/or use of the property, facilities and services of South East South Dakota ATV Association. Agree for myself and (if applicable) for the members of my family to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by South East South Dakota ATV Association, or the representatives or agents of South East South Dakota ATV Association.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personnel injury to myself and (if applicable) my family members, and further release and discharge South East South Dakota ATV Association, member and officers for injury, loss or damage arising out of my or my family's use of or presence upon the facilities/activities of South East South Dakota ATV Association, whether by the fault of myself, my family, South East South Dakota ATV Association, members, officers or third parties.
- 3. IDEMNIFICATION.** I agree to indemnify and defend South East South Dakota ATV Association, Officers and members against all claims, causes of actions, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities/activities or South East South Dakota ATV Association, officers and members.
- 4. FEES.** I agree to pay for all damages to the facilities of South East South Dakota ATV Association caused by any negligent, reckless or willful actions by me or my family.
- 5. CONSENT.** I, _____ (parental name) of _____ (city), _____ (state) consent to the participation of _____ (relationship: _____) in the activity of South East South Dakota ATV Association rides, and agree on the behalf of the above minor to all the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over the custody of _____ (minor's name).
- 6. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under South Dakota law.
- 7. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that South East South Dakota ATV Association, officers and members have offered to refund any fees that I have paid to use it's facilities if I choose not to sign this agreement.
- 8. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event, any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject this application or any legal or equitable rule of interpretation which lead to a construction either "for" or "against" a particular party based upon their status as the drafter or a specific term, language, or provision rise to such ambiguity.
- 9. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid unenforceable provision shall be deemed not to be party of this Agreement.
- 10. DISPUTE OF RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedures: Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded by them by law.
- 11. EMERGENCY CONTACT.** In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (cell) or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature: _____ & _____ Date: _____

PRINT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

MEMBERSHIP YEARLY FEE: () \$20.00 SINGLE () \$25 FAMILY (SPOUSE & CHILDREN UNDER 18)

MAIL TO: South East South Dakota ATV Association, PO Box 674, Yankton, SD 57078