

# APPLE VALLEY WHEELERS, INC. (AVW) MEMBERSHIP FORM & ASSUMPTION of RISK, RELEASE and WAIVER of LIABILITY, HOLD-HARMLESS & INDEMNITY AGREEMENT



## APPLICANT INFORMATION

**2024 Membership Dues: \$60.00** (Single and/or Multiple Machines)

Name:					DOB:		
Address:							
City:		State:		Zip:		Phone/Cell:	
Email:							

ATV Insurance Carrier:		Policy #:		# of	
ATV Insurance Carrier:		Policy #:		AVT's:	

## UTV & ATV Requirements: Registered, Insured & Helmets

### FAMILY MEMBERSHIP INFORMATION

(MUST Live in Same Household and, Children MUST be Under 18 years old)

Spouse Name:		Child's Age/Name:	
Child's Age /Name:		Child's Age/Name:	

### EMERGENCY CONTACT INFORMATION

Name:		Relationship:		Phone/Cell:	
-------	--	---------------	--	-------------	--

In exchange for participating in the activities and for being permitted to operate off highway recreational vehicles ("ORVs") upon designated trails and areas located on property of landowners whose permission has been obtained by the "AVW," I understand and agree as follows: Acknowledgement and Assumption of Risk: I understand and acknowledge the risk of accident or injury to my person or property and to others while riding ORVs. I accept and assume all risks, all dangers, and all responsibility for any such accident or injury no matter how, or by whom it may be caused. Release, Waiver, Hold-Harmless and Indemnity: To the fullest extent permissible by law, I hereby release, waive, discharge and covenant not to sue the "AVW", or the landowners, from all liability, and further agree to indemnify and hold them harmless for accident or injury whether caused by the negligence of the "AVW", and the landowners, or otherwise.

### MEMBER'S CODE OF ETHICS

I recognize that people will judge all motorized trail users by my actions. I will ride only on designated signed trails and areas. I will slow down, use caution and be courteous when I encounter other trail users. I will respect and preserve the public and private property that I ride on. I will ensure my equipment meets NYS safety, insurance, registration, and emissions requirements. I will not endanger myself or other trail users by riding beyond my ability or while impaired by drugs or alcohol. I will not attempt to disturb or directly pursue wildlife with my ORV. I will not construct jumps or obstacles anywhere on the trail or riding areas.

**"AVW" members may be terminated at any time by a vote of the Board. Just cause for termination includes but is not limited to failure to abide by "AVW" code of ethics.**

I HAVE READ THIS ASSUMPTION of RISK, RELEASE and WAIVER OF LIABILITY, HOLD-HARMLESS and INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, and HAVE SIGNED IT ON BEHALF OF MYSELF, MY SPOUSE and MY MINOR CHILDREN, FREELY and VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and FULLY INTEND MY SIGNATURE TO BE COMPLETE, CONTINUING and UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.

Signature

Date

Spouse Signature

Date