Ten Miles 4 Two Mile Jeep Run General Rules

- All Rules of Two Mile Run County Park Apply
- Drivers must be a minimum of 18 years of age to participate in Event activities.
- All Jeeps must register and have current liability insurance valid during Event dates. The Event reserves the right to change the maximum number of Jeeps for each activity at any time. All pre-registrations must be completed online using a credit or debit card. Checks and mail-in registration will not be accepted.
- Registration packets may be picked up at Two Mile Run County Park Office, or at Registration on the day of the event.
- All participants (including drivers and passengers) must sign the waiver.
- Alcohol is strictly prohibited. Anyone caught with alcohol in their possession or exhibiting any signs of intoxication will be immediately removed from the Event and subject to arrest. All decals and wristbands will be forfeited.
- Anyone driving at unsafe speeds or not respecting the property will be immediately removed from the Event. All decals and wristbands will be forfeited.
- Young children in rear facing car seats are prohibited from being passengers on any trails or the playground.
- Well behaved dogs and their owners are permitted. However, any dog showing aggression will be required to leave the Event grounds. Owners are required to pick up after their pets. Failure to do so will result in the pet being required to leave the Event grounds.
- There are no refunds due to weather or reclassifications/closures to trails, as a result of changing conditions.

Trail Rules

- Alcohol is prohibited
- Follow Trail Guide instruction
- Remain in vehicle at all times
- Do not use own "recovery" equipment
- Keep vehicle behind you in sight at all times
- Remain on the trail/course
- Headlights on at all times

SCENIC TRAIL REQUIREMENTS TO PARTICIPATE INCLUDE:

- Stock Jeep
- Seat belts for EVERY occupant
- Working 4WD

WOODS TRAIL REQUIREMENTS TO PARTICIPATE INCLUDE:

- Battery properly tied down (no bungee cords or rope)
- Seat belts for EVERY occupant
- Roof or roll cage
- Working 4WD with 4-low
- Front and Rear Tow points.
- No loose or broken parts
- Items secured in vehicle
- Spare tire
- Acceptable tow points include: frame mounted tow hooks, properly mounted tow points on unibody vehicles, properly mounted receiver hitches (must remove ball hitch), and after-market bumpers with properly mounted tow points.

Children can participate as long as they are in the proper child safety seats and/or seat belt according to Pennsylvania law. For safety reasons, young children in rear-facing car seats are not permitted on ANY trails. <u>http://www.penndot.gov/TravelInPA/Safety/TrafficSafetyAndDriv</u> <u>erTopics/Pages/Child-Passenger-Safety.aspx</u>

Due to weather and changing conditions, trails can be closed or reclassified at ANY time during the event. There are no refunds due to weather or trail closures/reclassifications. All Monies will be considered a donation and will not be refunded. WARNING! PLEASE READ! BY WEARING A EVENT PARTICIPANT/WAIVER WRISTBAND AND PARTICIPATING IN THE EVENT, YOU ARE ACKNOWLEDGING YOUR AGREEMENT TO WAIVE IMPORTANT LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND TO ASSUME CERTAIN INDEMNIFICATION RESPONSIBILITIES. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE CHOOSING TO PARTICIPATE IN THE EVENT!

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER AND INDEMNIFICATION AGREEMENT

All participants in the Event, you acknowledge your agreement to the following terms:

Express Assumption of Risk: The recreational activities that you may participate in at the Event that involve driving or riding motorized vehicles on and off-road are inherently dangerous activities that involve the risk of damage to personal property and A RISK OF SERIOUS INJURY OR EVEN DEATH TO YOU AND OTHERS, and that such risks may be caused by (a) the negligence of the Releasees (as defined below); (b) the negligence of other participants in the Event and Event attendees; (c) accidents, including collisions with, or mishaps related to, other vehicles, rocks, trees, potholes, surface conditions, poles, posts and other objects; (d) forces of nature, including weather conditions; and(e) other foreseeable and unforeseeable causes. YOU KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL SUCH RISK, AND ASSUME FULL RESPONSIBILITY, FINANCIAL AND OTHERWISE, FOR YOUR PARTICIPATION IN THE EVENT.

Release of Liability and Waiver of Right to Sue: You, on behalf of yourself and your heirs, personal representatives, successors and assigns, RELEASE, WAIVE AND DISCHARGE the Oil Valley Jeeps, Two Mile Run County and all volunteer organizations supporting the Event, and their members, officers, directors, independent contractors, employees, agents, volunteers and assigns, (collectively, the "Releasees") FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITY WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY, that may arise from or is connected in any way with your participation in the Event, whether arising in whole or in part from the negligence of the Releasees or otherwise. You waive, to the fullest extent permitted by law, any right to institute or voluntarily assist others in any lawsuit or other legal action against the Releasees with respect to such released liabilities.

Indemnification: You, on behalf of yourself and your heirs, personal representatives, successors and assigns, AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from and against any and all claims, actions, suits, judgments, damages, costs, including reasonable attorney's fees, and liabilities of

any kind or nature, including, but not limited to, any liability with respect to any and all injury, disability, death or loss or damage to person or property, whether caused in whole or in part by the negligence of Releasees or otherwise, that may arise from or is connected in any way with (a) your presence at or participation in the Event, including, but not limited to, as a driver or passenger in a motorized vehicle, or (b) any lawsuit or other legal action against the Releasees that you commence or voluntarily assist with in violation of the preceding paragraph.

Compliance with Event Rules: You have read the Event Rules and agree to fully comply with the Event Rules, and any and all other instructions and rules concerning the Event, including having current liability insurance valid during Event dates. You acknowledge that such compliance is a condition of your participation in the Event, and that your participation in the Event may be suspended or terminated if you fail to fully comply with the same.

Eligibility: You are at least 18 years of age. You currently have, and will maintain during the Event, (a) a valid driver's license issued by the state in which you reside, and (b) automobile liability insurance for any vehicles that you drive at the Event in an amount sufficient to cover any liability that you may incur as a result of your participation in the Event. You agree to provide your driver's license and evidence of your automobile insurance at the Event Check In.

Consent to Use of Images: You consent to the use or publication of any and all photographs or videos taken of you at the Event for the purpose of publicizing and promoting the Event in any publications, including, but not limited to, websites and social media outlets, and acknowledge that you will receive no financial compensation for the use or publication of such photographs or videos.

Cancellation Policy: You consent to the terms and conditions of the Events cancellation policy which is on the Events website, accepted during your Event registration, and included on your registration confirmation email.

By agreeing to the waiver, you are also acknowledging that an inherent risk of exposure to COVID-19 exists in any public place where people are present. By attending the Event, you and any guests voluntarily assume all risks related to exposure to COVID-19 and agree not to hold Oil Valley Jeeps, Two Mile Run County Park, or any their members, officers, directors, independent contractors, employees, agents, volunteers and assigns liable for any illness or injury.

Ten Miles 4 Two Mile JEEP Run

DRIVER WAIVER AND RELEASE

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS EVENT. I have read, understand and agree to <u>Rules to</u> <u>Run and Cancellation Policy linked to The Ten Miles for Two Mile Jeep Run Event Registration</u>. In consideration of permitting me to participate in this Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (a) I WAIVE, RELEASE, AND DISCHARGE Oil Valley Jeeps (a non-profit corporation herein after referred to as OVJ), and its officers, directors, board members, volunteers and agents from any and all liability, including but not limited to, liability arising from the negligence or fault of, and its Officers, Directors, Board members, volunteers and agents (collectively Oil Valley Jeeps), as well as The Venango County Board of Commissioners, and Two Mile Run County Park Staff and volunteers, for my personal injury, death or disability, property damage, property theft, or actions of any kind which may hereafter occur to me while participating in this Event.

I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE OVJ, and its officers, directors, board members, volunteers and agents from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of OVJ, and its officers, directors, board members, volunteers and agents, as well as The County of Venango County its elected officials, employees and agents, or one of their sponsor partners or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this Event. (D) I understand that I may be photographed during this Event and it related activities, and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT FREELY.

In addition to the terms in the attached agreement, I also agree to indemnify and hold harmless the County of Venango, its elected officials, employees and agents from and against any and all claims, actions, suits, judgments, damages and costs including reasonable attorney's fees, that may result by reason of any suit or other legal action instituted by me as a result of my participation or injury at any OVJ related activity. I further agree that I will not voluntarily assist anyone else in pursuing of any lawsuit or other legal action against the County of Venango, its elected officials, employees and agents as a result or related to my participation in an OVJ activity. This release and Indemnification shall be binding on me, my heirs, personal representatives, executors, successors and assigns.

Participant Name (PRINTED)

Participant Signature

DATE

PLEASE REMEMBER TO SUBMIT, OR PRINT, A SEPARATE FORM FOR EACH PARTICIPANT to avoid registration delays. This form provides a digital signature field, but it can also be printed and manually signed.