



Desert Mountain Four Wheel Drive Club



Waiver and Release of Liability

Version 4, 21 March 2026

IN CONSIDERATION OF the risk of injury that exists while participating in DESERT MOUNTAIN FOUR WHEEL DRIVE CLUB (DMFWDC) ACTIVITIES (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being allowed to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I," or "me," which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity.

I HEREBY release and forever discharge DMFWDC, located in Alamogordo, New Mexico 88310, and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any and all liability for property damage (including vehicle damage) or physical or psychological injury that I may suffer as a direct or indirect result of my participation in the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: VEHICLE ROLLOVER, COLLISION, WINCHING AND RECOVERY OPERATIONS, EQUIPMENT FAILURE, REMOTE LOCATIONS WITHOUT IMMEDIATE MEDICAL ACCESS, TERRAIN HAZARDS, WEATHER CONDITIONS, WILDLIFE, PROPERTY DAMAGE, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS, NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN.

I ACKNOWLEDGE THAT DMFWDC DOES NOT PROVIDE PROFESSIONAL INSTRUCTION, SUPERVISION, OR GUARANTEES OF SAFETY. I UNDERSTAND THAT I AM SOLELY RESPONSIBLE FOR MY OWN DECISIONS, ACTIONS, AND THE OPERATION OF MY VEHICLE AT ALL TIMES.

I FURTHER ACKNOWLEDGE THAT ASSISTANCE, RECOVERY, OR EMERGENCY RESPONSE MAY BE DELAYED OR UNAVAILABLE DUE TO THE REMOTE NATURE OF OFF-ROAD ACTIVITIES, AND I ACCEPT FULL RESPONSIBILITY FOR MY OWN SAFETY AND VEHICLE RECOVERY.

I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR THE CONDITION, MAINTENANCE, AND SAFE OPERATION OF MY VEHICLE AND EQUIPMENT.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity.

In the event that I require medical care or treatment, I authorize DMFWDC members, to the best of their ability, to provide emergency care deemed necessary, including but not limited to first aid, CPR, use of AEDs, and arranging emergency medical transport. I agree to assume all costs involved and accept full financial responsibility for any such treatment. I understand that I should carry my own health insurance.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE DMFWDC AND ALL

RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND VOLUNTARILY WAIVE ANY RIGHT TO BRING LEGAL ACTION AGAINST THEM FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent permitted by law, this release includes claims arising from the ordinary negligence of DMFWDC and its members.

I agree that this Release shall be governed by the laws of the State of New Mexico. This Release supersedes any prior oral or written agreements.

In the event that any damage to equipment or property occurs as a result of my actions, neglect, or recklessness, I agree to be held financially responsible for all associated costs.

THIS WAIVER AND RELEASE SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, INCLUDING ALL FUTURE EVENTS.

This Agreement is entered into freely and voluntarily, without duress, and is intended to be as broad and inclusive as permitted by law.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

In the event of an emergency, please contact:

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

Name: _____ Relationship: _____ Phone: _____

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM 18 YEARS OF AGE OR OLDER AND AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY. I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND THAT IT CANNOT BE MODIFIED ORALLY.

Participant Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Participant Signature: _____ Date: _____

FOR MINOR PARTICIPANTS (UNDER 18):

I, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN, CONSENT TO THE BELOW-NAMED MINOR'S PARTICIPATION AND AGREE TO ALL TERMS OF THIS WAIVER AND RELEASE ON THEIR BEHALF.

Minor's Name: _____ Minor's Name: _____

Parent/Guardian Name: _____ Relationship: _____

Signature: _____ Date: _____