

Arkansas Prescribed Burn Association

Release of Liability & Hold Harmless

In consideration of being allowed to use the Arkansas Prescribed Burn Association, an Arkansas nonprofit corporation, which is a charitable organization, trailer and equipment the undersigned affirms they are member in good standing of a Prescribed Burn Association that is in membership with the Arkansas Prescribed Burn Association, they are 21 years of age or older, and acknowledges:

1) I have fully inspected the trailer and equipment including but not limited to the hitch, structural components, axle, tires, and, lights and have not observed any safety issues or conditions. Based on my inspection I deem it in good operating condition and road worthy. I accept full responsibility for my property, the trailer, equipment, and use while in my possession. Arkansas Prescribed Burn Association is not representing or warranting the quality or safety of any such property.

2) I am properly licensed and insured. It is recommended to contact your insurance company to ensure proper insurance coverage to include the trailer and equipment while in your possession, and your property. The trailer is valued at \$5,000 and the contents are valued at \$5,000. In any event of damages resulting from an insurance claim the Arkansas Prescribed Burn Association (APBA) will be the loss payee and/or will be fully compensated for any loss and/or repairs resulting from damage.

3) I understand the risk of vehicle accident and/or injury that may result from towing a trailer. I affirm I am properly licensed, capable of towing a trailer and I am using a proper tow vehicle with adequate towing capabilities for this trailer, equipment, and vehicle combination. The vehicle being used is road worthy, properly insured, and is in good working condition and has been inspected prior to the trip for safety and is fully operational. I have and will use the proper hitch, ball, safety chains, safety pin, and light connections. I accept full responsibility for any damage or harmful consequences that may result from using the trailer and equipment and agree to hold harmless the Arkansas Prescribed Burn Association, their officers, board, members, and other designees from any and all liability. I understand I waive the right to sue and seek compensation for damages that may arise from using the trailer and equipment whether the items were used property or misused. I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM ALL NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for use of the trailer and equipment and any damage to me, others and to my property and property of others.

4) I acknowledge the Arkansas Prescribed Burn Association did not manufacture the trailer or equipment and they are provided "as is" in a good quality condition. I accept full responsibility for any damages that I and/or these items and/or my property may cause. I acknowledge that the Arkansas Prescribed Burn Association has no insurance coverage on the trailer or equipment and no insurance coverage on me, others and my property and property of others related to such use.

5) I agree to comply with all local, state, and federal laws including but not limited to both traffic law and prescribed burning law. I agree to drive with due diligence given the road and traffic conditions. The trailer contains a spare tire. If any hazards or

complication arise while using the trailer and equipment, I agree to notify my local PBA representative and fix the issue before proceeding.

6) I, for myself and all others I invite or allow to participate in this activity, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **Arkansas Prescribed Burn Association; and the landowner/event host/member/sponsor/organization or club named herein;** their officers & directors, officials, agents, and/or employees, other participants, sponsoring agencies, commissions, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct club activities/ special event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

7) I also acknowledge that photographs and video may be taken of me in my participation in, and attendance at this event or club activity, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of club activities, special race, and/or in the promotion of such, its location, other sporting events, sport in general, and/or related purposes.

By signing below I acknowledge that I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY.

Name (print)

Date

Address

Phone Number

Email Address

Signature