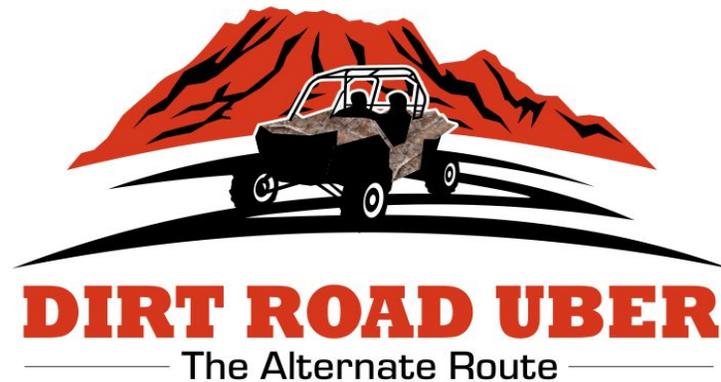


DIRT ROAD UBER, LLC ALL-TERRAIN VEHICLE TOUR AGREEMENT



All-Terrain Vehicle Tour Release and Indemnity Agreement

I, the undersigned, and if a minor, my legal guardian and I, in consideration of being allowed to participate in Dirt Road Uber, LLC All-Terrain Vehicle Tour (the “activity”), represent that I understand the nature of the Activity and I am qualified, in good health, and in proper physical condition to participate in the Activity which involves riding in an All-Terrain Vehicle on all types of surfaces and terrains. The Activity involves high rates of speed and exposure to the elements.

Physical and Mental Health: The Activity is designed for participants of average mobility and strength who are in reasonable good health. I understand that certain factors including but not limited to pregnancy, back or spine problems, high blood pressure, arthritis, tendonitis, fear of heights, fear of speed and other physical and psychological conditions may impair the safety and well-being of participants in the Activity. The Activity is not recommended for anyone who has a history of neck, back or spine injuries. Participants with underlying medical problems that put them at greater risk of injury or illness during the Activity must carefully consider those risks before choosing to participate.

Acknowledgment or Risks: There are certain risks associated with the Activity. I understand that some of the risks include fear and panic, psychological trauma, scrapes, bruises, cuts, broken bones, bites, stings, sprains, neurological, damage or loss to personal property and, in extraordinary cases, even death. The property on which the Activity is conducted includes sandy, hilly, rocky and wooded terrain, cliffs, ravines, creek beds and potential harmful plants, animals and insects. Injuries may result from environmental hazards (including terrain and weather), use of the All-Terrain Vehicle (including but not limited to riding, loading and unloading), errors in judgment or failure to exercise reasonable care by staff or participants in the Activity, or otherwise, and may occur in spite of the reasonable efforts of staff

to prevent them. In all cases, each participant in the Activity must accept and assume those risks, as well as other risks of injury or death to persons or damage to property, whether or not described above.

Release of Liability: Persons participating in the Activity may sustain injuries, including death, paralysis, head injuries, and broken bones. **The risks include the negligent actions of Dirt Road Uber, LLC,** its owners and their affiliated organizations and companies, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party"). The undersigned expressly agrees to assume all risks of any loss, damage or injury resulting in anyway form the activity, including any negligence of the Released Parties. **To the fullest extent allowed by law, I agree to fully release the Released Parties from all liability for damages, injuries, or claims, including any from the negligence of Dirt Road Uber, LLC to myself or any other person or property, which in any way result in whole or in part from my participation in the Activity.**

No Lawsuit/Hold Harmless: To the fullest extent allowed by law, I agree not to file any lawsuit against the Released Parties, and to indemnify the Released Parties and hold them harmless for any damages, injuries, judgments or lawsuits, resulting from my participation in the Activity. **I agree that my obligation not to sue and to indemnify and hold the Released Parties harmless applies even if they are negligent and includes repayment of all attorneys' fees and costs incurred by the Released parties.** I agree that any lawsuit that I file against the Released Parties shall be filed in Utah's Fifth District Court, or Federal Court for the District of Utah and that Utah law shall apply.

Photography Release: I give Dirt Road Uber, LLC permission to take and use photographs, video recordings or movies of myself (or my minor) taken during the Activity to be used in marketing and/or public relations material in the promotion of Dirt Road Uber, LLC.

Final and Complete Agreement: I understand and agree that this contract/agreement is binding upon my heirs and legal representatives and is a final and complete agreement. If portions of this agreement are invalid, then I agree that the remaining portions will remain enforceable.

I HAVE READ, UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE & INDEMNITY AGREEMENT.

TOUR PARTICIPANT INFORMATION

Full Name _____

Driver's License Number _____ State issued in _____

Date of Birth _____

Residence address Apt. /Space number _____

City _____ State _____ Zip _____

Cell phone Number _____

Other Telephone Number _____

Email _____

Emergency Contact _____
Emergency Contact Name Emergency Contact Telephone Number

x _____ / _____ / x _____
Print Name Age Signature

***How did you hear about us?
