

**2023 SCARR (SOUTH CENTRAL AREA ROVER RALLY)  
RELEASE WAIVER**

I, the undersigned driver \_\_\_\_\_ (“**Releasor**”), with valid current auto-owners insurance, acknowledge and understand that the 2023 South Central Rover Rally (“**SCARR**”) is an off-highway driving event.

I am participating in the SCARR voluntarily, and agree to hold no one but myself accountable for any damages, losses, injuries, or death, which may arise as a result of my participation in this event. I further understand that off-highway driving can be an inherently dangerous activity, which should only be undertaken by competent, experienced individuals. I further acknowledge that the operating condition and safety of my vehicle is my responsibility.

I acknowledge that, during the course of the SCARR, I will be subjecting myself to hazards above and beyond those encountered in everyday driving-related activities. I accept full and complete responsibility for my own safety during the rally. I am fully aware that driving under the best of conditions, let alone adverse trail or road, light, weather, rider, and traffic conditions is inherently dangerous, and could result in injury, or death.

I knowingly and voluntarily accept these risks, and the responsibilities, which I may incur or which I may cause to another, as a condition of my participation in the SCARR, and hereby waive any and all claims I have or may have against the SCARR, its organizers, Texas Rovers, agents, and participants as a result of my participation in the SCARR.

I further agree to defend, indemnify and hold harmless the SCARR, its organizers, officers, sponsors, volunteers, agents, and participants from all claims asserted against them by third parties arising out of my conduct during SCARR.

NOW, THEREFORE, IN CONSIDERATION for being permitted to participate in the 2023 South Central Rover Rally:

1. Releasor, for himself and on behalf of his spouse, heirs, successors, assigns and personal representatives, does hereby release, waive and discharge SCARR, its organizers, Texas Rovers, officers, sponsors, volunteers, agents, and participants, grounds operators, grounds owner, officials, promoters, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, herein the **Releasees**, of and from any and all liabilities, claims, demands, actions or causes of action, costs, damages, expenses, attorneys’ fees and punitive damages, of any kind whatsoever, no matter how or when asserted, arising at common law, by statute, by contract, in equity or otherwise, from or by reasons of any bodily injuries known and unknown, death or property damage which results from Releasor’s participation in SCARR, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASOR, RELEASEES, A THIRD PARTY, OR OTHERWISE, INCLUDING THE GROSS NEGLIGENCE OR WANTON OR WILLFUL MISCONDUCT OF RELEASEES OR A THIRD PARTY.**
  
2. **FURTHER AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost (including attorney’s fees) they may incur due to the presence of the Releasor participating in the SCARR and whether caused by the negligence of the releases or otherwise.

**2023 SCARR (SOUTH CENTRAL AREA ROVER RALLY)  
RELEASE WAIVER**

3. **I FURTHER AGREE** that in order to participate in this event, I must allow my vehicle to be subject to scrutiny for basic safety and shall hold the inspector(s) harmless in the event any subsequent mechanical or electrical failure of their vehicle during the event. I acknowledge that my vehicle is in good mechanical condition, is insured for bodily and personal injury liability insurance and/or medical payment coverage as required by its state of registration. I also acknowledge that all drivers of my vehicle during SCARR are of a legal driving age and possess a driving license issued by the state in which they reside.
4. **I FURTHER AGREE** that while participating in the 2023 SCARR, I will not drive while under the influence of alcohol or any substance which affects the ability to operate or control my vehicle.
5. **I FURTHER AGREE** that I will not use or operate any vehicle in violation or contravention of any city, county, state or federal laws, statues, ordinances, or regulation and shall be personally liable for all fines and penalties for traffic law violations.
6. **I assume FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while participating in SCARR.**
7. I agree to release and allow the use of any photos, slides, videotapes, motion picture film, computer images, electronic or written mail, etc. that might contain the my image for future use in promotional and/or informational activities as deemed appropriate by SCARR or Texas Rovers.

I expressly acknowledge and agree that activities associated with SCARR are dangerous and involve the risk of serious injury and/or property damage. I further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by any city, county, state, or federal jurisdiction through which I might pass during my participation on the SCARR.

I expressly acknowledge that I have read and understood the effect of this release agreement. I execute this agreement of my own free will and accord, in consideration for my participation in SCARR and for similar waivers to be granted on my behalf by other attendees of SCARR. I further agree that no oral representations, statements, or inducements apart from this written agreement have been made.

Signed by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_