



**RELEASE OF LIABILITY  
ASSUMPTION OF RISK AND  
INDEMNIFICATION AGREEMENT  
SHARED ACTIVE TRANSPORTATION VEHICLE (SATV) USER**

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate in a shared active transportation vehicle activity in Tempe, Arizona (hereinafter referred to as the “Activity”), with [*name of company/operator*]. I understand that:
  - a. The activity is inherently hazardous and I may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from my lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclists, SATVs and vehicle drivers, death, equipment failures, losing control of or crashing the SATV, traffic, collisions with moving or parked vehicles, road and or trail hazards (such as sewer gratings, gravel, unlevel terrain, washouts and debris), failure to wear a helmet and or other protective equipment and negligence of others;
  - b. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries and my property may also be damaged;
  - c. Hospital facilities, qualified medical care and emergency medical attention may be limited or unavailable during the Activity;
  - d. City of Tempe assumes no responsibility for providing medical care during the Activity and I will have to pay for any medical care that I incur.

In consideration of the permission to participate in the Activity, I agree to the terms contained in this document:

2. **ASSUMPTION OF THE RISKS:** I hereby freely and voluntarily assume the above-mentioned risks, as well as other risks not listed, that are part of this Activity, and any harm, injury or loss that may occur to me or my property as a result of my participation in the Activity – including any injury or loss caused by the negligence of the City of Tempe, its employees and officers, officials and agents and other Activity participants. I also understand that any equipment that I provide or rent from the operator, or any other provider, I use at my own risk and that any such equipment is provided without any warranty from the City of Tempe about its condition or suitability. I also understand that any City of Tempe right of way is used without any warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** I hereby **RELEASE** the City of Tempe, its employees and officers, officials and agents, the providers of any right of way, land owners, the State of Arizona parks and recreation, municipal or governmental providers of use permits, and their respective employees and officers, officials and agents (the “Released Parties”) **FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from injury, death, loss or harm that occurs to me** or any other person or to any property during the Activity. This **RELEASE** includes claims for the negligence of the Released Parties and claims for strict liability for unusually dangerous activities. This **RELEASE** does not extend to claims or any other liabilities that Arizona law does not permit to be excluded by

agreement. I also agree not to sue or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activity or are related in any way to the Activity.

4. **INDEMNIFICATION, HOLD HARMLESS, AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims to which section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this section, will be binding on my estate and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.
5. **INDEPENDENT CONTRACTORS:** I acknowledge that the City of Tempe has no control over and assumes no responsibility for the actions of any operator or any independent contractors providing any services for the Activity.
6. **SEVERABILITY:** I agree that the purpose of this agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as permitted by Arizona law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.
7. **APPLICABLE LAW, FORUM AND ATTORNEY'S FEES:** This agreement is governed by and shall be construed in accordance with the laws of the state of Arizona, without reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activity shall be brought only in a state or federal court located in Maricopa County, Arizona, and I agree to the jurisdiction and venue of those courts for any such dispute. In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of user: \_\_\_\_\_

Name printed: \_\_\_\_\_

Date: \_\_\_\_\_

**If user is a minor, signature of a parent or responsible adult is required below.** In consideration of the minor child being permitted to participate in the Activity, I accept and agree to the full contents of this agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding this Activity. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND**

**DEFEND the Released Parties from all liabilities, and claims that arise in any way from any injury, death, loss of harm that occurs to the minor child** during the Activity or in any way related to the Activity. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this agreement is intended to release claims that Arizona law does not permit to be excluded by agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_

Name printed: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_