



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

1. **ACTIVITY AND ASSOCIATED RISKS:** The operator has chosen to provide a shared active transportation vehicle operation in Tempe, Arizona (hereinafter referred to as the “Activity”). Operator understands that:
 - a. The activity is inherently hazardous and the operator and the operator’s users may be exposed to dangers and hazards, including some of the following: falls, fractures, concussions, dangerous weather, overexertion, overheating, injuries from a lack of fitness or conditioning, hyperthermia, hostile or aggressive pedestrians, bicyclist, SATVs or 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, the operator or the operator’s users may be seriously hurt or disabled or may die from the resulting injuries and the property of the operator or operator’s user 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 the operator or the operator’s users will have to pay for any medical care that the operator or the operator’s users incur.

In consideration of the permission to participate in the Activity, the operator agrees to the terms contained in this document:

2. **ASSUMPTION OF THE RISKS:** The Operator hereby freely and voluntarily assumes 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 the operator or the operator’s user or the property of the operator or the operator’s user as a result of the 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. Operator also understands that any equipment provided or rented from the operator, or any other provider, is used at the operator’s own risk or the user’s own risk and that any such equipment is provided without any warranty from the City of Tempe about its condition or suitability. Operator also understands that any City of Tempe right of way is used for the Activity without any warranty about its condition or suitability.
3. **RELEASE OF LIABILITY:** Operator hereby **RELEASES** 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 the operator 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. Operator also agrees 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:** Operator promises to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims to which section 3 of this agreement applies. These indemnification requirements shall be limited by the released parties' gross negligence or willful misconduct as established by a court of competent jurisdiction. Operator also promises to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for its own negligence, and any other claim arising from its conduct during the Activity. In accordance with these promises, Operator will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that the Released Parties incur because of any such claims made against them. Operator agrees that the terms of this agreement, including the indemnification obligation in this section, will be binding on any of Operator's successor's in interest who 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:** Operator agrees 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. Operator agrees 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. Operator also agrees 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. Operator agrees 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 Operator agrees 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, Operator agrees that the prevailing party will pay all attorney's fees and costs of the party seeking to uphold the agreement.

OPERATOR HAS FULLY INFORMED ITSELF 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. OPERATOR UNDERSTANDS THIS IS A CONTRACT THAT AFFECTS LEGAL RIGHTS AND OPERATOR SIGNS IT VOLUNTARILY.

Signature of user: _____

Name printed: _____

Date: _____