

**2019 Louisiana 4X4  
Application for Membership**

Name: \_\_\_\_\_ Spouse: \_\_\_\_\_

(List names below of children over 18 living in the household to be included as voting members.)

\_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Spouse Cell: \_\_\_\_\_ Spouse Email: \_\_\_\_\_

**4X4 Vehicles Owned**

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

In making application to join the Louisiana 4X4 Club, I am \_\_\_\_\_ years of age. I certify that I hold a valid driver's license, that my vehicle is registered in the state where I reside, and that I have the legally required liability insurance for my vehicle. I understand that there are certain risks associated with 4-wheeling and driving 4WD vehicles on roads & trails, including vehicle damage & personal injury. I understand that alcohol or drugs use is strictly forbidden before or during club rides. As a club member, I will follow the Trail Policy and Code of Behavior established by the Louisiana 4X4 Club.



Membership extends to the legal (not to include a common law marriage) spouse, children 18 or older living at home. Each are considered a voting member and are capable of holding office. All members must conduct themselves in a respectable and orderly fashion whether in or out of club activities. Due for this organization shall be \$50. Yearly membership starts March 1st or when payment is made and ends the last day of February. (Not Pro Rated)

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

(If under 18 years of age, this must also be signed by the applicant's parents or legal guardian)

\_\_\_\_\_  
Parent/Guardians Name                      Parent/Guardians Signature                      Date

Payment Options: Please select one. A \$2 service fee will apply for credit and PayPal transactions. Please provide your PayPal email if different from email listed above. _____			
<input type="checkbox"/> Cash	<input type="checkbox"/> Check # _____	<input type="checkbox"/> Credit	<input type="checkbox"/> PayPal

## T-Shirt Order Form

You receive one shirt with your LA4x4 membership. Each addition NEW shirt will be \$20 each. Past years shirts are \$10 while supplies last. If you would like an old shirt please let one on the club board members know so we can check for size availability before you pay.

New Shirts		Old Shirts	
Size	Amount	Size	Amount
Small		Small	
Medium		Medium	
Large		Large	
XL		XL	
XXL		XXL	
XXXL		XXXL	



# Release And Waiver Of Liability And Indemnity Agreement

To Louisiana 4X4 Club Inc.

In consideration of being permitted to participate in any and/or all the events sponsored, promoted, or directed by Louisiana 4X4 Club Inc. for the time period of March/1st/2019 to Feb./29/2020, the undersigned for himself or herself, his/her personal representatives, heirs, assigns and relatives, **HEREBY RELEASES** the Louisiana 4X4 Club, Inc., and it's respective officers, members, directors, promoters, sponsors, employees, property owners, lessors and their agents, hereafter referred to as **RELEASEES**, of any and all liability to the undersigned, whether caused by the negligent act or omission of Releasees or otherwise, while the undersigned is for any purpose participating in such event, whether the participation is as a volunteer or paid worker, a contestant, an observer or present in any other capacity. It is fully understood by each of the undersigned that there is some inherent and open and obvious risks associated with some of the events and activities sponsored by the Louisiana 4X4 Club, Inc., including but not limited to damage to vehicles and property, personal injury and/or death.

**IN ADDITION**, the undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all loss due to property damage, liability damage, or costs Releasees could incur due to such participation by the undersigned, whether caused by Releasees' negligence or otherwise and the undersigned further **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK** for any bodily injury to himself or herself, bodily injury to third parties, death, and/or all property damage resulting from Releasees' acts, negligence or otherwise, while the undersigned is participating in any event organized and/or sponsored by the Louisiana 4X4 Club, Inc.

**IN ADDITION TO THE RELEASE AND INDEMNIFICATION ABOVE**, the undersigned understands that the Club is temporarily without Liability Insurance that would protect the landowner where the event is being held and the undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** the said landowner from any loss, liability damage or cost they incur due to such participation by the undersigned, whether caused by landowner's negligence or otherwise and the undersigned further **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK** for any and all losses, bodily injury **TO HIMSELF OR HERSELF AND OTHERS**, death, and/or property damage from the landowner's acts, negligence or otherwise, while the undersigned is participating in any event organized and/or sponsored by the Louisiana 4X4 Club, Inc. This release also applies to the use by undersigned of any vehicle at, including but not limited to the following locations, Easleyville and/or Sheriff Daniel property and/or any other property on which an event may be held and sponsored by Louisiana 4X4 Club, Inc. Undersigned further waives any and all liability associated with participation in the RTI ramp activities and all social events of Louisiana 4X4 Club, Inc.

## WARNING

**PURSUANT TO LA. R.S. 9:2795.4, A MOTORIZED OFF-ROAD VEHICLE SPONSOR OR MOTORIZED OFF-ROAD VEHICLE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A MOTORIZED OFF-ROAD VEHICLE ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE MOTORIZED OFF-ROAD VEHICLE ACTIVITY. THE UNDERSIGNED ACKNOWLEDGES THAT THEY HAVE BEEN PROVIDED A COPY OF LA. R.S. 9:2795.4 WHICH THEY HAVE READ AND HAVE AN UNDERSTANDING THEREOF.**

### In signing this release, each of the undersigned hereby acknowledges and represents the following:

1. That he or she has read and understood the foregoing Release and Waiver of Liability and Indemnity Agreement;
2. That he or she shall at all times, while riding in a vehicle participating in events, wear their respective seat and shoulder belts;
3. That the owner / driver certifies that he/she has inspected their vehicle being used in the event and they certify that same is in good mechanical condition, and that said vehicle is in compliance with all applicable state laws, including the required liability insurance;
4. That the owner / driver has informed himself/herself about the event, trail involved in the event, and has read and understood the LA4x4 trail policy, either by prior participation or by investigation into the event or trail and has knowledge of the dangers present on said trail;
5. That the owner/driver agrees to assume full responsibility for his/her passengers in his/her vehicle and insures that all passengers have signed this release form;
6. That the owner/driver has liability insurance on the vehicle driven by them as required by the state in which it is registered, and the owner/driver agrees to assume full legal liability for any damage or injury which may be caused by the owner/driver's acts whether by negligence or otherwise.

### Waiver Must Be Signed By All Participants.

(For a participant under the age of 18 years of age, **both parents, the parent with legal custody, or the minor's legal guardian** must sign this release form and write the word "minor" and age next to the minor's name.)

Date(s) of Event: \_\_\_\_\_ **FIRST RIDE with LA 4x4? Yes No MEMBER? Yes No**  
(check one) (check one)

Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Vehicle License # \_\_\_\_\_ State: \_\_\_\_\_

**Driver Signature:** \_\_\_\_\_  
**Printed Name of Driver** \_\_\_\_\_  
**Date Signed:** \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #1 Signature: \_\_\_\_\_  
Printed Name of Passenger #1 \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #2 Signature \_\_\_\_\_  
Printed Name of Passenger #2: \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #3 Signature: \_\_\_\_\_  
Printed Name of Passenger #3 \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #4 Signature \_\_\_\_\_  
Printed Name of Passenger #4: \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #5 Signature: \_\_\_\_\_  
Printed Name of Passenger #3 \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Passenger #6 Signature \_\_\_\_\_  
Printed Name of Passenger #4: \_\_\_\_\_  
Date Signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

# 2014 Louisiana Laws

## Revised Statutes

### TITLE 9 - Civil Code-Ancillaries

#### RS 9:2795.4 - Limitation of liability; motorized off-road vehicle activities; definitions; exceptions; required warning

**Universal Citation:** [LA Rev Stat § 9:2795.4](#)

§2795.4. Limitation of liability; motorized off-road vehicle activities; definitions; exceptions; required warning

A. As used in this Section, the following terms shall have the following meanings, unless the context requires otherwise:

(1) "Engages in motorized off-road vehicle activity" means rides or drives, or is a passenger upon a motorized off-road vehicle, or is a person assisting a participant or management. The term "engages in a motorized off-road vehicle activity" does not include being a spectator at a motorized off-road vehicle activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to the motorized off-road vehicle activity.

(2) "Inherent risks of motorized off-road vehicle activities" means those dangers or conditions which are an integral part of a motorized off-road vehicle activity, including but not limited to:

(a) The propensity of a motorized off-road vehicle to roll over in ways that may result in injury, harm, or death to persons on or around it.

(b) Certain hazards such as surface and subsurface conditions.

(c) Collisions with other motorized off-road vehicles or objects.

(d) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the motorized off-road vehicle or not acting within his ability.

(3) "Motorized off-road vehicle" means any two- or four-wheeled vehicle powered by a combustible engine or electric motor and weighing eleven thousand five hundred pounds or less, whether or not such vehicle is required to be registered to operate upon the highways of this state.

(4) "Motorized off-road vehicle activity" includes any or all of the following:

(a) A motorized off-road vehicle show, race, competition, or performance that involves any or all motorized off-road vehicles, including but not limited to any dirt track, paved or unpaved race course, or jump.

(b) Training, teaching, or demonstrating activities involving motorized off-road vehicles.

(c) Driving, inspecting, or evaluating a motorized off-road vehicle belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the motorized off-road vehicle at a motorized off-road vehicle facility.

(d) A ride, trip, hunt, or other motorized off-road vehicle activity of any type, however informal or impromptu, that is sponsored by a motorized off-road vehicle activity sponsor.

(5) "Motorized off-road vehicle activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for a motorized off-road vehicle activity, including but not limited to a hunting club; riding club; school or college-sponsored class, program, or activity; therapeutic riding program; or any operator, instructor, or promoter of a motorized off-road vehicle facility.

(6) "Motorized off-road vehicle facility" means any area used for any motorized off-road vehicle activity, including but not limited to a farm, ranch, riding arena, barn, pasture, riding trail, paved or unpaved race course, or other area or facility used or provided by a motorized off-road vehicle activity sponsor or where a participant engages in a motorized off-road vehicle activity.

(7) "Motorized off-road vehicle professional" means a person engaged for compensation in any of the following:

(a) Instructing a participant or renting to a participant a motorized off-road vehicle for the purpose of riding, driving, or being a passenger upon the motorized off-road vehicle.

(b) Renting equipment to a participant in a motorized off-road vehicle activity.

(8) "Participant" means any person, whether amateur or professional, who engages in a motorized off-road vehicle activity, whether or not a fee is paid to participate in the motorized off-road vehicle activity.

B. Except as provided in Subsection C of this Section, a motorized off-road vehicle activity sponsor, a motorized off-road vehicle professional, or any other person, which shall include individuals and all forms of business entities, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of a motorized off-road vehicle activity and, except as provided in Subsection C of this Section, no participant or participant's representative shall make any claim against, maintain an action against, or

recover from, a motorized off-road vehicle activity sponsor, a motorized off-road vehicle professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of motorized off-road vehicle activities.

C. Nothing in Subsection B of this Section shall prevent or limit the liability of a motorized off-road vehicle activity sponsor, a motorized off-road vehicle professional, or any other person if the motorized off-road vehicle activity sponsor, motorized off-road vehicle professional, or other person either:

- (1) Provided the equipment, and knew or should have known that the equipment was faulty, and such equipment was faulty to the extent that it did cause the injury.
- (2) Failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the motorized off-road vehicle activity.
- (3) Owned, leased, rented, or otherwise was in lawful possession and control of the land or facility upon which the participant sustained injuries because of a dangerous latent condition which was known or should have been known to the motorized off-road vehicle activity sponsor, motorized off-road vehicle professional, or other person and for which warning signs have not been conspicuously posted.
- (4) Committed an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury.
- (5) Intentionally injured the participant.

D. Nothing in Subsection B of this Section shall prevent or limit the liability of a motorized off-road vehicle activity sponsor or a motorized off-road vehicle professional or other person under liability provisions as set forth in the Louisiana Products Liability Act, R.S. 9:2800.51 through 2800.59.

E. Every motorized off-road vehicle professional and every motorized off-road vehicle activity sponsor shall post and maintain a sign conspicuously located or provide a written warning which contains the warning notice specified in Subsection F of this Section. The sign shall be placed in a clearly visible location on or near any registration area, staging area, or arena where the motorized off-road vehicle professional or the motorized off-road vehicle activity sponsor conducts a motorized off-road vehicle activity, or the written warning shall be given to each participant prior to the commencement of the activities. The warning notice specified in Subsection F of this Section shall appear on the sign in black letters, with each letter to be a minimum of one inch in height or shall appear in the written warning in boldfaced capital letters no smaller than twelve-point type. Every written contract entered into by a motorized off-road vehicle professional or by a motorized off-road vehicle activity sponsor for the provision of professional services, instruction, or the rental of equipment or a motorized off-road vehicle to a participant, whether or not the contract involves motorized off-road vehicle activities on or off the location or site of the motorized off-road vehicle professional's or the motorized off-road vehicle activity sponsor's business, shall contain in clearly readable print the warning notice specified in Subsection F of this Section.

F. The signs, written warnings, and contracts described in Subsection E of this Section shall contain the following warning notice: "WARNING Under Louisiana law, a motorized off-road vehicle activity sponsor or motorized off-road vehicle professional is not liable for an injury to or the death of a participant in a motorized off-road vehicle activity resulting from the inherent risks of the motorized off-road vehicle activity, pursuant to R.S. 9:2795.4."

G. Failure to comply with the requirements concerning warning notices provided in this Section shall prevent a motorized off-road vehicle activity sponsor or motorized off-road vehicle professional from invoking the privilege of immunity provided by this Section.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, I, HAVE RECEIVED A COPY OF THE ABOVE, READ AND UNDERSTAND SAME.

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

Print Name \_\_\_\_\_

## Release, Waiver of Liability, and Indemnity Agreement (Louisiana R.S. 9:2795.4)

In consideration of being permitted to participate in any event and/or activity sponsored, promoted, or directed by 4x4 Life Off Road LLC (hereinafter referred to as "4x4LIFE"), the undersigned for him/herself, personal representatives, heirs, assigns and relatives **FOREVER DISCHARGE AND RELEASE** 4X4LIFE and their respective officers, directors, promoters, sponsors, employees, property owners, lessors, lessees, insurers, and agents ("hereafter referred to as **RELEASED PARTIES**"), from any and all liability while the undersigned(s) is for any purpose participating in such event and/or activity. It is fully understood by each of the undersigned(s) that there is some inherent risk associated with the event and/or activity, including but not limited to, damage to vehicles and property, personal injury and/or death. In accordance with the above statute, this waiver shall not limit liability of a sponsor, a motorized off-road vehicle professional, or any other person if the sponsor, professional, or other person either: (1) provided the equipment, and knew or should have known that the equipment was faulty, and such equipment was faulty to the extent that it did cause the injury; (2) failed to make reasonable and prudent efforts to determine that ability of the participant to engage safely in the motorized off-road vehicle activity; (3) owned, leased, rented, or otherwise was in lawful possession and control of the land or facility upon which the participant sustained injuries because of dangerous latent condition which was known or should have been known to the motorized off-road vehicle activity sponsor, motorized off-road vehicle professional, or other person and for which warning signs have not been conspicuously posted; (4) committed an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury; and (5) intentionally injured the participant. The above list is exhaustive and the undersigned understands and **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK OF** any and all losses, bodily injuries, deaths, sicknesses, diseases, damages, destruction of undersigned's property or property damages or otherwise which arise from, related to or occur in connection with the participation by the undersigned in any event and/or activity sponsored, promoted, or directed by 4X4LIFE not resulting from a reason specified above in Items (1)-(5). In addition, to the fullest extent allowed by law, the undersigned(s) **AGREES TO IMMEDIATELY DEFEND, INDEMNIFY AND HOLD HARMLESS** the RELEASED PARTIES from any and all losses, liabilities, damages, expenses, claims (including alleged), cost (including reasonable attorney's fees), bodily injury, death, or property damage, bodily injuries, deaths, sicknesses, diseases, destruction of undersigned property which arise from or occur in connection with the participation by the undersigned(s) in any event and/or activity sponsored, promoted, or directed by 4X4LIFE and not resulting from a reason specified above in Items (1)-(5).

**WARNING: PURSUANT TO LA R.S. 9:2795.4, A MOTORIZED OFF-ROAD VEHICLE SPONSOR OR MOTORIZED OFF-ROAD VEHICLE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A MORTORIZED OFF-ROAD VEHICLE ACTIVITY RESULTING FROM THE INHERENT RISK OF THE MOTORIZED OFF-ROAD VEHICLE ACTIVITY.**

In signing this release, each of the undersigned hereby acknowledges, agrees and represents the following:

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement (hereinafter "Release").
2. That he or she shall at all times, while riding in a vehicle participating in events, wear their respective seat and shoulder belts.
3. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition, and that said vehicle is in compliance with all applicable state laws, including the required liability insurance.
4. That the owner/driver has informed himself/herself about the event and trail involved in the event, either by prior participation or by investigation into the event or trail.
5. That the owner/driver agree to assume full responsibility for his/her passengers in his/her vehicle and insures that all passengers have signed this Release.
6. That the owner/driver has liability insurance on the vehicle driven as required by the state in which it is registered and the owner/driver agrees to assume full legal liability for any damage or injury which may be caused by his/her acts or omissions while participating in said event and/or activities.
7. That the above warning shall satisfy the written notice requirement of Louisiana Revised Statute 9:2795.4.
8. That this Release shall be signed by **ALL PARTICIPANTS** prior to commencement of the event and/or activities.
9. For a participant under the age of 18 years of age, both parents, the parent with legal custody, or the minor's legal guardian must sign this Release and write the word "minor" and age next to the minor's name.

Date(s) of Event: \_\_\_\_\_

Vehicle: \_\_\_\_\_ Year: \_\_\_\_\_ Vehicle License #: \_\_\_\_\_ State: \_\_\_\_\_

\_\_\_\_\_  
Driver's Signature Print Name Date Signed

\_\_\_\_\_  
1<sup>st</sup> Passenger's Signature Print Name Date Signed

\_\_\_\_\_  
2<sup>nd</sup> Passenger's Signature Print Name Date Signed

\_\_\_\_\_  
3<sup>rd</sup> Passenger's Signature Print Name Date Signed

\_\_\_\_\_  
4<sup>th</sup> Passenger's Signature Print Name Date Signed