

I desire to participate in [INSERT PROGRAM] (the “**Event**”) hosted by AMERICAN TRUCKING ASSOCIATIONS (“**ATA**”), including, without limitation, to be a passenger in any vehicle, whether the vehicle is owned by ATA or any other party, or otherwise enter any area where the Event takes place, at my own discretion, or to observe or otherwise participate in or in any other way be involved for any purpose with the Event. In consideration of being permitted to participate in the Event, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this “**Release**”), including all the covenants and agreements listed.

This Release shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release shall be enforceable to the fullest extent permitted by Applicable Law.

If any portion of this Release is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release shall continue from this date forever. This document constitutes the entire agreement between ATA and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules, and regulations (collectively, “**Applicable Law**”), and additionally agree to **WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW**. This Release shall be construed and interpreted as broadly as possible under the Applicable Law of the laws of the District of Columbia.

I hereby irrevocably and unconditionally agree for myself, as well as my personal representatives, heirs, next-of-kin, insurers, successors, and assigns, as follows:

- 1. ASSUMPTION OF RISK; WARRANTY DISCLAIMER.** My choice to participate is knowing, voluntary, and made for my personal enjoyment. I understand that participation in the Event involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks. **ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE TOUR AND/OR PARTICIPATION ARE HEREBY DISCLAIMED. THE TOUR IS PROVIDED “AS-IS.”**
- 2. RELEASE FROM LIABILITY.** I fully and forever release and discharge ATA and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, and all others involved in the Event (collectively referred to in this Release as “ATA”) from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Event, even if it is due to the negligence, injudicious act, omission, or other fault of ATA. In no event shall ATA or its affiliates be liable for consequential, incidental, statutory, exemplary, special, or punitive damages of any nature or type whatsoever, even if advised of the possibility of such damages or damages could have been reasonably foreseen. The entire aggregate liability of ATA as well as the liability, if any, of any director, employee, affiliate for any claims relating to the Event, or this agreement, shall not exceed the price paid for the Event.

3. **INDEMNITY.** I will defend, indemnify, hold harmless and reimburse ATA from and for all damages, losses, costs, or expenses (including legal fees) incurred by ATA or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my attendance or participation in the Event. I will reimburse ATA if anyone makes a claim against ATA in connection with my attendance or participation in the Event, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.
4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action, or other legal proceeding or demand against ATA, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my (or others') property in connection with my participation in the Event, and I waive any right I may have to do so. This means that I cannot sue to hold ATA responsible for any injury, loss, or damage sustained by me, other parties, or my (or others') property in connection with the Event, even if it is due to the negligence, injudicious act, omission, or other fault of ATA. I waive my insurers' right to make a claim against ATA based on payments by insurers to me or on my behalf, for any reason. This means my insurers have no rights of subrogation against ATA.
5. **MEDICAL EXPENSES.** I hereby consent to receiving medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Event and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation. In no event does the foregoing obligate ATA to provide medical care; ATA will endeavor to contact emergency medical responders and/or locate nearby medical personnel to provide medical care to passengers.
6. **REPRESENTATIONS.** I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to ride in a vehicle or otherwise participate in the Event. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Event, I will immediately discontinue further participation in the Event.
7. **COVENANTS.** I will follow any and all instructions, recommendations, and cautions of ATA at all times during the Event. I will comply with all Applicable Laws while participating in the Event. I will not be a passenger in any vehicle at the Event while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug in a manner which would impair my ability to ride in a vehicle, safely embark and/or disembark from a vehicle (including utilizing steps to get in and out of the vehicle), and/or interact safely and courteously with other passengers. I understand and agree that ATA may eject me from the Event without refund, if, in ATA's sole discretion, I become a danger to myself or others. Should I feel that any conditions on the Event are unsafe to me for any reason, I will immediately notify the guide and/or driver so that the issue can be addressed.
8. **PUBLICITY.** I hereby grant ATA, without limitation, the right to use my name and likeness in connection with the Tour for any publicity without further compensation or permission.