

Guidelines for Completing the RUSA Waiver and Release Agreement

The waiver and release is a legal agreement between RUSA, the ride organizer, and the rider. It should be treated with the seriousness of a contract. In addition, **obtaining completed waivers from all participants prior to an event is a requirement for our insurance coverage.** If someone brings a claim against or sues an RBA or Permanent owner, we are required to provide the signed waiver for that participant. **Failure to produce a signed waiver could result in no insurance coverage for a claim or lawsuit.** These guidelines are to help you obtain and maintain a waiver that demonstrates that the rider knowingly agreed to be bound by the terms of the agreement and meets the requirements for our insurance coverage.

1. As a standard custom and practice when you present the waiver, tell the person to **read the waiver before signing** .
2. The waiver should be in a font large enough for easy reading. The bigger the better but at least 10 point font is recommended.
3. All participants, including the riders, pre-riders, the event organizer, RBA, and all volunteer(s) who may be exposed to the risks identified in the waiver must sign the waiver.
4. The participants' names should be both printed and signed on the waiver. Names can be pre-printed and then signed by the participant.
5. **The signatures should be on the same page as the waiver.** One waiver with a separate page of signature lines is **NOT recommended.** (Using legal size paper would allow for several signature lines on the same page as the waiver.) Having multiple waiver sheets available will also reduce waiting time and allow each person to have time to read the waiver.
6. A rider **must** complete the waiver and deliver the waiver to the ride organizer **BEFORE** starting the ride.
7. Permanent owners and RBA's must sign waivers even when riding their own permanents/ events. If a rider sues you for injuries on one of your permanents, the insurance company could ask us to prove that we systematically collected waivers for all rides of that permanent, including yours.
8. A new waiver should be completed for each separate event.
9. Retain a copy of the waiver for the duration of the statute of limitations for your state. A list of the length of statutes of limitations is provided for guidance **but you should confirm this information for your state.**
10. **Minors:** Due to restrictions in our insurance coverage, the participation of minors has been greatly restricted. **Minors can only ride events and permanent rides taking place**

in Florida or Alaska. For events in Florida and/or Alaska, a parent/legal guardian must sign a waiver for minor participants. **Minors are not currently permitted to ride in any other state.** The list of eligible states may change as RUSA Board obtains additional information regarding the insurance coverage issues. If it does, these guidelines will be updated

- 11. The legal requirements for waivers may vary depending on legal jurisdiction. While RUSA believes that its waiver meets the requirements for most if not all jurisdictions, as an additional precaution, RUSA recommends that each Region have the RUSA Waiver Release reviewed by an attorney in the jurisdiction where the waiver will be used.**

These guidelines do not address electronic signatures. RUSA recommends obtaining a handwritten signature for a waiver as that is accepted in all jurisdictions. However, RUSA also recognizes that there are jurisdictions that also accept electronic signatures; therefore, **if you would like to accept electronic signatures, you must first ensure that the electronic signature method you use complies with the requirements for all of the jurisdictions in which the event is taking place and that you are able to comply with document retention requirements.**