

**ATV/UTV WAIVER**  
**(Lodge Rentals and Adventures, LLC)**

**YOU MUST READ AND AGREE TO THE FOLLOWING IN ITS ENTIRETY BEFORE PARTICIPATION:**

I, being over the age of twenty one (21), know that riding a 4-wheeler, other All Terrain Vehicle, or Utility Terrain Vehicle (collectively referred to herein as "ATV/UTV"), including but not limited to a side-by-side UTV, is an activity carrying risks of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with my activities may cause injury or even death to me or others, as well as property damage. I know that operating ATV/UTVs has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle itself as well as where and how they are operated.

Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE in advance Lodge Rentals and Adventures, LLC, employees or agents of said company, and any agent and/or ticket seller (hereinafter all collectively referred to as "RELEASEES") from any and all liability, claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in any ATV/UTV riding activity, whether known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, PARTICIPATION OR OPERATION OF ANY ATV/UTV.

This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital. CUSTOMER FURTHER STATES THAT HE OR SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMER'S CHARGE, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS.

Initial paragraphs 1-7:

1. I understand that ATV/UTVs are 4 wheeled gasoline powered vehicles which can achieve speeds of over 30 miles per hour, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF ATV/UTVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that any ATV/UTV, including but not limited to my own ATV/UTV, must at all times be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

NO riding without proper gear, including helmet, goggles and sturdy boots or shoes at all times.

NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATV/UTVs, stop and gunning a ATV/UTV ,or other reckless driving or operation at any time.

NO driving too fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.

NO "side-hilling" - to keep from turning over, you must go directly up and down all hills and embankments. Stay away from, or use extreme caution on or near, all public roads and vehicular traffic.

NO operation of the ATV/UTV outside designated areas and trails – stay on the established trail.

NO riding too closely behind other all terrain vehicles – keep at least four ATV/UTV lengths behind another ATV/UTV.

INITIALS \_\_\_\_\_

2. I warrant that I shall act responsibly and in a careful manner, as a mature adult, in operating an ATV/UTV, and state that I have no medical conditions or disabilities incompatible with the safe operation of an ATV/UTV.

INITIALS \_\_\_\_\_

3. I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN ATV/UTV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL. BY INITIALING THIS BOX, I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY, ANY DRUG AND/OR ALCOHOL.

INITIALS \_\_\_\_\_

4. I agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or my ATV/UTV, or to other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use of any ATV/UTV.

INITIALS \_\_\_\_\_

5. Awareness of environmental concerns has been growing for decades. It has affected how we relate to the outdoors. It affects those of us who use off-road vehicles, and it affects those of us who manufacture and sell off-road vehicles. We all have a stake in safe, responsible riding and land use. To keep riding areas open requires good relationships between public land managers, private land owners and others who share the land such as riders, campers and hikers. In most cases common courtesy and consideration of their interests is all that is necessary to ensure that everyone can enjoy the area. Here are a few tips to consider when you ride:

- Learn about the area you will ride in. Contact the public land manager or private property owner to ensure that you understand area restrictions That have permission to ride there. Get maps of the area, and stay on trails if they are provided.
- Keep the ATV/UTV(s) quiet. ATV/UTV(s) are designed to be relatively quiet while still delivering maximum performance, smooth engine torque and spark suppression. Excessive noise stresses wildlife, and annoys property owners and other recreation users. It also contributes to your own riding fatigue. Less noise means you can ride farther more comfortably.
- Obey trail markers and closures signs. There are many reasons why an area may be closed to ATV/UTV(s) including the existence of fire hazard, refuge to wildlife nor plant life and safety hazards for ATV/UTV riders. The reasons may not be obvious. If it is posted as closed, stay out.
- Always leave gates and fences the way you found them. This is especially important on private lands where livestock may be kept.
- Leave the area as clean as you found it. If you see litter, pick it up and carry it out on your ATV/UTV. Carry a rolled up plastic trash bag and a couple of bungee cords on your ATV/UTV. Why not leave the area cleaner than you found it?
- Be courteous to others you may meet on the trail. Always give right-of-way to hikers and horseback riders. Pull off the trail and stop your engine for horses. The rider will likely talk soothingly to the horse. It doesn't hurt for you to do the same to assure the horse you are no threat. Horses respond very positively to a calm, human voice.
- Approach livestock or wildlife on the trail slowly. In some parts of the country, range cattle pass the afternoon under shade trees along a trail. If you startle them, they may run directly into your path. Give them time to react and give them as wide as berth as possible.
- Whenever you talk to a Ranger or landowner, take your helmet off. The helmet can make you appear to be intimidating and unfriendly. Be friendly and honest in all your discussions with the Ranger or landowner. You are there as their guest.

**I HAVE READ ALL OF PARAGRAPH 5, AND I AGREE TO COMPLY FULLY WITH THE DESCRIBED TERMS.**

**INITIALS** \_\_\_\_\_

6. I agree to be solely responsible and liable for the protection, safety, conduct and/or behavior of the following persons:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I AGREE TO DEFEND, INDEMNIFY, AND HOLD LODGE RENTALS AND ADVENTURES, LLC, HARMLESS WITH RESPECT TO THE PROTECTION, SAFETY, CONDUCT AND/OR BEHAVIOR OF**

THE AFOREMENTIONED PERSONS, INCLUDING BUT NOT LIMITED TO ANY HARM OR DAMAGE CAUSED BY ANY OF THE AFOREMENTIONED PERSONS.

INITIALS \_\_\_\_\_

7. I ACKNOWLEDGE THAT RELEASEES ARE IN NO WAY RESPONSIBLE FOR THE MAINTENANCE, UPKEEP, OR CONDITION OF MY OWN ATV/UTV, OR ANY OTHER ATV/UTV BELONGING TO ANY OTHER PERSON, AND I HEREBY AGREE TO INDEMNIFY AND HOLD RELEASEES HARMLESS WITH RESPECT TO ANY AND ALL PROPERTY DAMAGE AND/OR PERSONAL INJURY RELATING TO SAID ATVs/UTVs. A fifteen hundred dollar (\$1,500.00) hold will be placed on your credit card. If damages are caused, we will charge your card for the amount of the damages. If the damages exceed fifteen hundred dollars (\$1,500.00), you will be required to cover the cost of all damages up to five thousand dollars (\$5,000.00).

INITIALS \_\_\_\_\_

8. IF I CHOOSE TO RENT A TRAILER TO HAUL ONE OR MORE ATVs AND/OR UTVs, I WARRANT THAT I HAVE A VALID DRIVER'S LICENSE, THAT I AM EXPERIENCED AND QUALIFIED TO HAUL SAID TRAILER, THAT AM FAMILIAR WITH THE RISKS ASSOCIATED WITH HAULING SAID TRAILER (INCLUDING BUT NOT LIMITED TO RISKS ASSOCIATED WITH BACKING SUCH A TRAILER), THAT I WILL USE SAID TRAILER SOLELY FOR ITS DESIGNATED PURPOSE, AND THAT I HEREBY AGREE TO INDEMNIFY AND HOLD RELEASEES HARMLESS WITH RESPECT TO ANY AND ALL PROPERTY DAMAGE AND/OR PERSONAL INJURY RELATING TO MY USE OF SAID TRAILER.

INITIALS \_\_\_\_\_

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Lodge Rentals and Adventures, LLC, on the basis of any claim from which I have released Lodge Rentals and Adventures, LLC.

I have had the opportunity to read this entire four-page document. I have read and understood it and agree to be bound by its terms.

DATE: \_\_\_\_\_

SIGNED: \_\_\_\_\_