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### **Assumption of Risk, Release & Indemnity Agreement**

In consideration of the services of Steve and Jeanette Schwarzbach d/b/a Adventures of a Lifetime ATV and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "Adventures"), I hereby agree to release, indemnify, and discharge Adventures on behalf of myself, my spouse, my children, my parents, my heirs, personal representative and estate as follows:

#### I. Assumption of Risk

I acknowledge that driving an ATV (All Terrain Vehicle) entails both known and unanticipated risks that could result in physical injury and property damage to myself & others. The risks include hitting objects in the trail, tipping over or being thrown from the vehicle & encounters with wild animals. Accidents or illness can occur in remote places without medical facilities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the ATV adventure.

I expressly agree to accept and assume all risks involved in this activity. My participation is purely voluntary and I elect to participate in spite of the risks. I have participated in a safety briefing, learned how to operate the vehicle and practiced driving in a controlled setting, I agree that if I confront terrain or an obstacle over my ability level I will stop and allow the tour guide to drive for me.

#### II. RELEASE

I hereby voluntarily release, discharge, and agree to indemnify and hold harmless Adventures from any and all claims, demands, or causes of action which are founded upon my participation in this activity or my use of Adventure's equipment or facilities including any such claims which allege negligent acts or omissions by Adventures or its agents. 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 Adventures on the basis of any claim from which I have released herein.

#### III. Indemnity Agreement

Should Adventures or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement or for any reason arising from this tour, I agree to indemnify and hold them harmless for all such fees & costs.

#### IV. INSURANCE and PROPERTY DAMAGE and RIDING RULES

I certify that I (or anyone I sign for) has adequate insurance to cover any personal injury or property damage I may cause or suffer while participating or in the alternative I agree to bear the expense of such injury or damage .

I understand that this event is a tour and not a race. I will refrain from reckless driving which includes : passing tour guide, not following trail or driving off trail, excess speed, jumping (breaking traction) fishtailing, donuts, "sling-shotting" ( falling behind and speeding to catch up), stirring up excessive dust, and scaring horses or other wildlife. Should I fail to follow the guidelines regarding safe vehicle operation, I accept that my tour may be cancelled on the spot without refund. I accept physical responsibility for the ATV I will be driving and that of any minor I sign for. Any damage I cause to the vehicle (except ordinary wear and tear) shall be repaired or replaced at my expense.

By signing below, you acknowledge that you have read the Terms & Conditions of this Agreement. Your signature also allows us to submit a credit/debit card voucher in your name, for ATV tour charges and property damages arising out of this transaction.

1) Signature \_\_\_\_\_ Date \_\_\_\_\_ Card#: \_\_\_\_\_ Exp: \_\_\_\_\_ CSC \_\_\_\_\_ Zip Code: \_\_\_\_\_

2) Signature \_\_\_\_\_ Date \_\_\_\_\_ Card#: \_\_\_\_\_ Exp: \_\_\_\_\_ CSC \_\_\_\_\_ Zip Code: \_\_\_\_\_

3) Signature \_\_\_\_\_ Date \_\_\_\_\_ Card#: \_\_\_\_\_ Exp: \_\_\_\_\_ CSC \_\_\_\_\_ Zip Code: \_\_\_\_\_

4) Signature \_\_\_\_\_ Date \_\_\_\_\_ Card#: \_\_\_\_\_ Exp: \_\_\_\_\_ CSC \_\_\_\_\_ Zip Code: \_\_\_\_\_