ATV Tour Waiver and Release of Liability

Release of Liability, Waiver of Claims and Assumption of Risk

Please read this document carefully before signing. It affects your legal rights.

In consideration of being allowed to take part in guided ATV, UTV and side-by-side tours, off-road riding and the use of rented off-road vehicles, helmets and goggles provided by [Your Business Name] (the "Company"), including its owners, employees, contractors, volunteers and agents, I, the undersigned rider, agree to the following.

1. Assumption of risk

I understand that this activity involves inherent risks that cannot be eliminated, even when reasonable care is taken. These risks include, but are not limited to:

- Rollovers on slopes, ruts and uneven ground
- Being thrown from or pinned under a vehicle
- Collisions with other riders, trees and obstacles
- Dust, flying debris and limited visibility
- Burns from hot engine and exhaust parts
- Arms or legs outside a side-by-side during a tip
- Mechanical failure or getting stuck on remote trails
- Water crossings and mud
- Whiplash and back injuries from bumps and jumps

I understand that these risks can lead to property damage, serious injury, illness, permanent disability or death. I knowingly and voluntarily accept all of these risks, both known and unknown.

2. My responsibilities

I agree to follow all instructions given by the Company, including these rules:

- Wear the helmet, goggles and closed-toe shoes provided or required
- Keep both hands on the controls and both feet on the footrests
- Fasten seat belts and keep arms and legs inside side-by-sides
- Leave the gap your guide sets between you and the vehicle ahead
- Stay on the guide's route and do not pass other riders
- Do not ride after consuming alcohol or drugs

I confirm that I am physically and mentally able to take part, and I will stop and tell staff right away if I feel unwell or unsafe.

3. Equipment

I will inspect any equipment before use and tell staff immediately about any defect. I accept responsibility for the equipment while it is in my care and agree to pay for loss of, or damage to, equipment beyond normal wear and tear.

4. Release and waiver

To the fullest extent permitted by law, I release, waive and discharge the Company from any and all claims, demands and liability for injury, illness, death, or loss of or damage to property arising from my participation, including claims arising from the ordinary negligence of the Company.

5. Indemnification

I agree to indemnify and hold harmless the Company from any loss, liability, damage or cost, including reasonable legal fees, that it may incur because of my participation or my actions.

6. Medical treatment

I authorize the Company to obtain emergency medical treatment for me if I am unable to consent. I agree to pay all costs of that treatment and transport.

7. Photos and video

I allow the Company to use photos and videos taken during the activity, which may include me, for marketing without payment. I can opt out at any time by telling the Company in writing.

8. Minors

If I am signing on behalf of a minor, I confirm that I am the minor's parent or legal guardian, and I agree to all terms of this document on the minor's behalf and on my own behalf.

9. General

This document is intended to be as broad and inclusive as permitted by the law of the place where the activity takes place. If any part is found invalid, the rest remains in full force. I have read this document, I understand it, and I sign it voluntarily.

_____

Participant full name

_____

Date of birth

_____

Parent/guardian name (if participant is a minor)

_____

Signature

_____

Date

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