

# **LOST TRAILS ATV ADVENTURE WAIVER FORM**

## **OFF-ROAD RIDERS AND GENERAL ADMISSIONS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for the opportunity for event participation and utilization of general admission, all facilities, equipment and premises of Lost Trails, LLC (LT), North American Warhorse Inc, (NAW) Theta Land Corp. (TLC), 1000 Dunham Drive LLC (DD), and their respective affiliates, members, agents, employees, heirs and assigns and other associates in furtherance of the sport of Off-Road Riding, racing and any other activities, scheduled or unscheduled, (hereinafter collectively called "Off-Roading"). This Waiver shall commence on the date first signed and shall remain binding for all time thereafter.

By signing this document, I hereby understand and agree for me and/or my minor child to this Release of Liability, Waiver of Legal rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Off-Road riding is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to or the death of participants and or spectators. I understand I and/or my minor child may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in the sport of Off-Road riding. **(Initial here \_\_\_\_\_)**

2. I hereby RELEASE AND DISCHARGE LT, NAW, TLC, DD and all related parties, event volunteers, company officers, directors, elected officials, agents, employees, and owners of equipment, the land used for Off-Road riding activities and any owners of adjoining lands to the premises (hereinafter collectively referred to as "Released parties") from any and all liability, claims, demands or causes of action that I, my minor child or my representatives and my heirs may hereafter have for injuries, loss of life, and all other forms of damages arising out of my voluntary participation in Off-Road riding activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here \_\_\_\_\_)**

3. I understand and acknowledge that Off-Road riding and racing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN OFF-ROAD RIDING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. **(Initial here \_\_\_\_\_)**

4. I further agree that I WILL NOT SUE OR OTHERWISE MAKE A CLAIM on behalf of me and/or on behalf of my minor child, against the Released Parties for damages or other losses sustained as a result of my participation in Off-Road riding activities. **(Initial here \_\_\_\_\_)**

5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in the connection with any action brought against them, jointly or severally, as a result of my or my minor child's' participation in "Off-Road riding" activities. **(Initial here \_\_\_\_\_)**

6. I take full responsibility for, and hold harmless Released Parties for any injury, property damage, or death that I or my minor child may suffer or inflict upon others or their property as a result of my engaging in Off-Road riding activities. **(Initial here \_\_\_\_\_)**

7. I agree I/he/she is capable of and will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual including My/his/her self. **(Initial here \_\_\_\_\_)**

8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me or my minor child of all risks arising out of my/his/her engaging in Off-Road riding activities. **(Initial here \_\_\_\_\_)**

9. I further represent that this Release of Liability, Waiver of legal Rights and Assumption of Risk shall continue in full force and effect for so long as I/he/she engage in "Off-Road riding " activities which are in any way connected to or with the Released Parties. **(Initial here \_\_\_\_\_)**

10. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury or damage that my minor child, the minor child for whom I am (adult) legal guardian, or I may suffer while engaging in Off-Roading activities. **(Initial here \_\_\_\_\_)**

11. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Off-Roading activities including any claims related to the negligence of the Released Parties by any of the undersigned. **(Initial here \_\_\_\_\_)**

12. I further expressly agree that the foregoing Release of Liability, Waiver of Legal Rights and Assumption of Risks is intended to be as broad and inclusive as is permitted by law of the province or state in which services, materials and/or equipment are provided and the course of business is conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Monroe County, Pennsylvania and I waive Jurisdiction and Venue anywhere else. **(Initial here \_\_\_\_\_)**

13. Having had ample time and opportunity to raise any concerns or questions that I may have, and having read and understood the information, I certify, my acceptance of the aforementioned provisions by signing below.

I am in good health and physical condition. I am voluntarily participating with knowledge that dangers are involved and agree to assume all risks. I also understand that if I am injured or become ill, I agree that Lost Trails LLC, or any of its employees, volunteers or guests will not be held liable should they render medical assistance to me or my minor child. **(Initial here \_\_\_\_\_)**

14. I understand that Lost Trails LLC may take photographic or other electronic images of its events and I agree that all photographs or images obtained in any manner are the property of Lost Trails LLC and they reserve the right to use these images for any commercial or business purpose and I agree to release, remise and forever discharge LT from any and all demands, actions, causes of actions, suits, damages, costs, and any other claims that may arise regarding said images or their use. **(Initial here \_\_\_\_\_)**

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTIONS OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT WILLINGLY, VOLUNTARILY AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT I MAY HAVE, I ACKNOWLEDGE THAT I AM PARTICIPAING VOLUNTARILY WITH KNOWLEDGE THAT DANGERS ARE INVOLVED AND I AGREE TO ASSUME ALL THE RISKS.**

**Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

\_\_\_\_\_

<b>Address</b>	<b>City, State</b>	<b>Zip code</b>
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**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_  
**Name of Minor child:                      Name of Minor child:                      Name of Minor child:**

**Print Parent/Guardian Name:** \_\_\_\_\_

**Signature of Parent/Guardian :** \_\_\_\_\_

**Print Parent/Guardian Name:** \_\_\_\_\_

**Signature of Parent/Guardian :** \_\_\_\_\_