PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Lost Trails LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LTL"), I hereby agree to release, indemnify, and discharge LTL, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV trails, guided ATV tours and rental activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: there is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; pathogens or transmissible disease; the negligence of other participants or persons who may be present; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; accidents involving other vehicles; collision with fixed or movable objects; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out.

Furthermore, LTL personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LTL from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LTL's equipment or facilities, **including any such claims which allege negligent acts or omissions of LTL.**
4. Should LTL or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against LTL, I agree to do so solely in the state of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 LTL on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at LTL. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name_____ Phone Number _____

Address _____ City_____

State_____ Zip_____ Email_____

Signature of Participant_____ Date_____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of_____(print minor's or minors' names) ("Minor(s)") being permitted by LTL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LTL from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Parent or Guardian: _____ Print Name: _____ Date: _____

Check All that Apply: ☐ ATV ☐ Side x Side ☐ Dirtbike