ADULT WAIVER

Kent Farms, Inc./Tall Pines ATV Park

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Participation at the ATV Park includes but is not limited to, riding ATVs, UTVs, Motorcycles, Go Karts, racing, camping, hiking, swimming, fishing, and hunting.

Parties:

Released Parties include KENT FARMS, INC., D/B/A TALL PINES ATV PARK and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

☐ *Initial* ***Assumption of inherent Risks:*** I understand and acknowledge that the **inherent risks include,** but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles; 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke, dust and open flames, barbed wire, pipes, and electric shocks); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. **Minor injuries** are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. **Serious injuries** are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand that it is my responsibility to inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating at the ATV Park, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks of an ATV activities, camping, and trail riding and assert that I am a willing and voluntarily participant. I have read the preceding paragraphs and acknowledge that 1) I know the nature of ATV riding, ATV events, and camping; and 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the aforementioned activities. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in activities at Tall Pines ATV Park.

☐ *Initial* **Waiver of Liability for ORDINARY NEGLIGENCE:** In consideration of being permitted to participate at the ATV Park, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Kent Farms, Inc./Tall Pines ATV Park and the other Released Parties from any and all claims resulting from the INHERENT RISKS of ATV riding, ATV events, and camping or the ORDINARY NEGLIGENCE of Kent Farms, Inc (or other Released Parties) that I may have arising out of my participation at the ATV Park.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the ATV Park participation, which includes injury during course inspection, observation, spectating, practice runs, the event, trail riding, camping, medical treatment and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

☐ *Initial* **Indemnification Agreement:** In consideration of being permitted to participate at the ATV Park, camping and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged**, I hereby agree to hold harmless, defend and indemnify Kent Farms, Inc. (and the other Released** Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation at the ATV Park; and 2) Against **any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at the ATV Park**. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the ATV Park.

☐ *Initial* **Other Agreements**

Venue and Jurisdiction: I understand that if legal action is brought, parties agree that the appropriate trial court venue is Allegany County, as the sole and exclusive jurisdiction and that only the substantive laws of the New York State shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be **as broad and inclusive as is permitted** by the State of New York and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then **that provision shall be severed from this Agreement and does not affect the validity** and enforceability of any remaining provisions. I understand that **this is the entire Agreement** between me and Kent Farms, Inc. and **cannot be modified or changed** in any way by representations or statements by any agent or employee of Kent Farms, Inc. This Agreement may only be amended by a written document duly executed by all parties.

Participant Name: **Please Print so we can READ it, or you will have to do it again.**

First: | | | | | | | | | | | | | | | | | |

Last: | | | | | | | | | | | | | | | | | |

☐ *Initial* **Initialing this box covers the following 11 statements below: Agreements for the Protection of Participants:**

 I represent and warrant that I am **in good health** and in proper physical condition to safely participate in activities. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the event, or that would result in my participation creating a risk of danger to myself or to others.

 I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.

 I agree not to participate in a ATV event while under the influence of alcohol and/or drugs.

 I acknowledge that Kent Farms, Inc. recommends and **encourages each client to get medical clearance** from his/her personal physician prior to participation.

 I assert that I **have not been advised or cautioned against participating** by a medical practitioner.

 I understand that it is my responsibility to continuously **monitor my own physical and mental condition during participation**, and I agree to stop immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

 I represent and warrant that I am covered by **medical insurance**.

 In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorize appropriate Kent Farms, Inc. personnel and emergency medical personnel at the event to make emergency medical decisions** on my behalf (including, but not limited to CPR and AED).

 I authorize Kent Farms, Inc. to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by Kent farms, Inc..

 I agree to **assume all costs** of emergency medical care and transportation.

 I acknowledge that Kent farms, Inc. has instituted its **rules for the protection** of the participant and co-participants. **I agree to familiarize myself with those rules and follow** them throughout the event. I also recognize the authority of Kent Farms, Inc. to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating at the ATV Park, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Kent Farms, Inc. (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in New York State.

_____ _____ _____

Signature of Participant **Print Name** **Date**

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of Kent Farms, Inc. and Tall Pines ATV Park. I further agree to comply with all directions, instructions and decisions of Kent Farms, Inc., and Park personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Govern Participation: I understand that Kent Farms, Inc., has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation in the Course or Related Activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Kent Farms, Inc.

Removal from Course: I understand that Kent Farms, Inc., and their security personnel may immediately **cause** anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind**, to be removed from the Course**. No refunds will be given.

Attitude and Behavior: I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of participation at the ATV Park, will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate at the ATV Park. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by Kent Farms, Inc. I agree to take full responsibility for any decision to consume alcohol following the event. I understand that it is a violation of New York State Vehicle and Traffic Law to operate an ATV, UTV, Motorcycle, Go Kart or any motorized vehicle above the legal limit of blood alcohol percentage on any Public Road.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) pets are allowed as long as they are under specific control of their owner; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during participation at the Park by Kent Farms, Inc, its affiliated entities or contractors, and/or the media become the sole property of Kent Farms, Inc. I grant the right, permission and authority to Kent Farms, Inc., and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Kent Farms, Inc., and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached majority age in New York, which is 18 years of age.

_____ _____ _____

Signature of Participant **Print Name** **Date**

Cell Phone Number:_____

Ver:2023
Revised 12/2022
TEK