

UTV

# Canopy Ridge Farm

## UTV TOUR RELEASE OF LIABILITY AGREEMENT

### PLEASE READ CAREFULLY BEFORE SIGNING

UTV

(Participants over 18 years or Parent or Guardian if participant is under 18 must initial and sign)

In consideration of Canopy Ridge Farm furnishing property to enable me to participate in motorized off-road vehicle activities, I agree as follows:

\_\_\_\_\_ I fully understand and acknowledge that: (a) risks and dangers exist in my use of motorized off-road vehicles and my participation in motorized off-road vehicle activities whether on or off-road; (b) my participation in such activities and/or use of such equipment may result in my injury, including but not limited to body injury, fractures, partial and/or total paralysis, eye injury, blindness, death, or other injuries that could result in disability; (c) these risks and dangers may be caused by my own negligence, by the negligence of the owners, employees, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of myself, the owners, agents, officers, employees of Canopy Ridge Farm (hereinafter all collectively referred to as "RELEASEES"), or by any other person.

\_\_\_\_\_ Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, and in consideration for the enjoyment and experience of being able to rent and operate a UTV, I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE in advance RELEASEES from any and all liability, claims for damages for death, personal injury or property damage, which I may have or which may hereafter accrue to me as a result of my participation in the UTV riding activity arising out of this rental agreement, whether known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, CUSTOMER'S RENTAL, PARTICIPATION OR OPERATION OF SAID UTV.

\_\_\_\_\_ I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE UTV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR.

\_\_\_\_\_ I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE A UTV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL. I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY ANY DRUG AND/OR ALCOHOL. I understand that RELEASEES reserve the right to refuse service to me for any reason including but not limited to being under the influence of drugs or alcohol, reckless behavior or for not following the rules as outlined by the tour guide and the safety briefing. If I am refused service, I will not write any negative reviews about RELEASEES in any form or fashion.

\_\_\_\_\_ I understand that UTVs are four-wheeled gasoline powered vehicles which can achieve high speeds, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF UTVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the UTV must, at all times, be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property;

- NO ONE without a valid driver's license may operate a UTV.
- NO ONE UNDER 18 MAY DRIVE a UTV.
- NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or UTVs, stop and gunning the UTV, or other reckless driving or operation at any time.
- NO driving too fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
- USE extreme caution on or near all public roads and vehicular traffic.
- NO operation of the UTV outside designated areas and trails – stay on the established trail.
- NO operation of the UTV close to any other vehicle or other UTVs except when directed to do so by the guide.
- No one under the age of 4 is allowed to participate in this activity.
- Helmets will be provided and are required to be worn at all times.
- Seatbelts must be worn at all times.
- The driver should hold onto the steering wheel, and the passengers should hold the grab bars at all times to keep arms and hands safe if the UTV tips or rolls over. Do not remove your hands until the UTV comes to a complete stop. Keep hands and arms inside the vehicle at all times.
- Maximum speed is 15 mph.
- Always follow directly behind the guide, never venture off on your own.
- Never try to pass.
- Keep a safe distance between UTVs at all times.
- When climbing or descending hills, let the UTV in front of you make it all the way up or down before following.
- Always check your brakes before starting down a long, or steep incline.

- If the guide determines you are breaking the rules, you will forfeit the rest of your tour and be taken back to the launch area.
- If you tip or roll over the UTV that you are driving, you will be charged a \$500 inspection fee to cover a full inspection prior to it being used again. Your tour may be over at that time.
- You agree to pay for all damages you cause. Damages are to be paid in full immediately after your tour, unless other arrangements are made with management.
- Stop immediately if you feel or hear anything wrong with the UTV you are driving. The guide will come back to assess the situation and call for a replacement vehicle if necessary.
- Stop the UTV and wait if you lose sight of the vehicle in front of you. The tour guide will come back to get you.
- Wait for the guide to assist if you get stuck. Spinning the tires can cause belt and drivetrain damage.

NOTE: Violation of any of the above may result in immediate termination of UTV tour without ANY refund.

\_\_\_\_\_ I understand the manufacturer states that passengers, including minor children, are required to place their feet on the floor and grab the designated handle on the UTV. If MYSELF and MY minor children cannot physically achieve the manufacturer's recommendations or choose not to follow them, I expressly assume all risks associated with not placing my and / or my minor children's feet on the floor and my and / or my minor children's hand(s) on the designated handle(s), including, but not limited to, the risk of injury or death.

\_\_\_\_\_ I warrant that both MYSELF and MY minor children (where applicable) must act responsibly and in a careful manner as mature adults in operating the UTV, or riding as a passenger, and state that I and / or my minor children have no medical condition(s) or disabilities incompatible with the safe operation of a UTV.

\_\_\_\_\_ I agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented UTV.

\_\_\_\_\_ 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 RELEASEES on the basis of any claim from which I have released RELEASEES herein. I have had the opportunity to read this entire two-page document. I have read and understood it and agree to be bound by its terms.

\_\_\_\_\_ I agree that Canopy Ridge Farm can post pictures of me and my family on its website and use my likeness in their commercial publications and materials without compensation.

\_\_\_\_\_ I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital. CUSTOMER FURTHER STATES THAT HE OR SHE CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMER'S CHARGE, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE EXPRESS TERMS AND CONDITIONS IN THIS DOCUMENT.

Participant's Name \_\_\_\_\_ Participant's Signature \_\_\_\_\_

Age \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

<b>IF DRIVING &gt; Driver's License # _____ State Licensed _____</b>
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Emergency Contact Name \_\_\_\_\_ Emergency Contact Phone # \_\_\_\_\_

Email Address \_\_\_\_\_ How did you find out about us? \_\_\_\_\_

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (IF PARTICIPANT IS UNDER 18)**

In consideration of the above-named participant (Minor), I give my permission to participate in motorized off-road vehicle activities and to use the equipment and facilities of RELEASEES. I further agree to indemnify and hold harmless RELEASEES from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_