

Arizona Offroad Tours, LLC

PO Box 3773, Camp Verde Az., 86322 928-451-1777

**PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights**

In consideration for my being permitted to participate in the activities of a Guided ATV Tour, through the services of Arizona Offroad Tours, LLC (herein after referred to as "AOT") I agree to the following Waiver and Release, indemnify, and discharge "AOT", on behalf of myself, my spouse, my children, my parents, my heirs, personal representative and estate as follows:

1. I acknowledge that going on a guided ATV (All Terrain Vehicle) tour and renting an ATV entails known and unanticipated risks that could result in a physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I acknowledge that ATV tours have inherent risks, hazards and damage, that cannot be eliminated, particularly in a wilderness environment and understand that such risks cannot be eliminated without jeopardizing the essential qualities of this activity.

The risks include, but not limited to: Rough terrain, drivers and riders can be jolted, jarred, bounced and possibly thrown off or about the ATV and otherwise shaken during rides: it is possible that riders could be injured if they come into contact with other passengers or equipment. Injuries could be sustained from the trail, equipment or from things on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches, rocks, shrubs, creeks, water, bridges, traveled roads, wilderness growth, rocks, cliffs and any other obstacles whether they are obvious or not-obvious, man-made or natural. The machine itself may possibly fail, slip and I assume these possible risks. Snakes, birds, bugs, animals and /or other wildlife may be an issue during the tour and rental period.

Minor to severe injuries are a risk, such as bruises and sprains. Passengers as well as drivers can be thrown off the vehicles, which can result in any of the above mentioned events. Collisions and flipping over accidents or illness can occur in remote places without medical facilities.

AOT employees have a difficult job to perform. Our overall concern is with your safety, but we are not infallible. Employees might be unaware of a particular fitness or abilities. They might misjudge the weather or other environmental conditions. Incomplete warnings or instructions may happen and the equipment may 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. I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless AOT 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 AOT's equipment. Including any such claims which allege negligent acts or omissions of AOT.
4. Should AOT 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 and anyone I sign for 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. I accept physical responsibility for the ATV I will be driving or riding on and that of any minor I sign for. Any accidental damage shall be repaired or replaced at my expense. I authorize use of my credit or debit card below to make such repairs and to cover any lost revenue due to the ATV being out of service.
7. I understand that this event is a tour and not a race. I will refrain from reckless driving, excess speed and breaking traction. Should I fail to follow the guides reasonable instructions concerning vehicle operation, I accept that my tour may be cancelled on the spot without refund, the ATV chained up and further, that I am subject to a \$100 or more recovery fee. In addition, should the ATV be stolen or vandalized during this process, I accept financial responsibility for the replacement and or repair of the ATV.

8. Water, mud and other elements may be present in low spots along the trail during or after rain. I agree to follow the guides route and at the same speed of the guide through these obstructions and obstacles. If I choose to go faster and or in a different route than the guide, I realize that I may be responsible for the disassembly and cleaning of the ATV. I agree to have these taken out of my damage deposit.
9. I state that I am physically fit & of a reasonable health status to be able to participate in this ATV tour & that I carry the necessary medical insurance needed if a physical accident may happen.
10. (for female riders only) I also state that I am not pregnant or aware that I may be pregnant.
11. 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 in effect.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER & RELEASE AGREEMENT. I AGREE TO BE BOUND BY ITS TERMS. 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 AOT on the basis of any claim from which I have released them herein.**

Date \_\_\_\_\_  
 Signature \_\_\_\_\_ Print name \_\_\_\_\_

Mailing address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
 Home Phone Number \_\_\_\_\_ Cell Phone number \_\_\_\_\_

**INDEMNIFICATION**

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

In consideration for the minor being permitted by \_\_\_\_\_ to participate in the activities of Arizona Offroad Tours, LLC, a guided ATV tour, which include, without limitation, the use of its services and equipment. I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend AOT, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorney's fees), and NEGLIGENCE made by said minor and bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of AOT guided ATV Tours and his or her use of the property and equipment.  
 I, for myself and on behalf of said minor, further agree not to sue AOT as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of AOT.

Print Name of minor \_\_\_\_\_ Date \_\_\_\_\_

Signature of Parent, Guardian or Custodian of Minor \_\_\_\_\_  
 Witness \_\_\_\_\_ Date \_\_\_\_\_

**Credit Card Authorization**

I authorize use of my credit or debit card below to make such repairs and to cover any lost revenue due to the ATV being out of service. You will be immediately charged \$1000 or more (based on estimated costs) on your credit card. A final repair estimate will be sent to you once the ATV repair has been completed for your records.

Credit Card # \_\_\_\_\_

Name on card \_\_\_\_\_

Expiration date \_\_\_\_\_ 3 -Digit Security Code \_\_\_\_\_ Billing Zip Code \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

ATV used for Tour \_\_\_\_\_ Date of Tour \_\_\_\_\_

PLEASE BE CAREFUL WITH THE ATV. With common sense and caution they are reasonably safe to ride, but a moment of carelessness can cost you dearly.

IF YOU HAVE ENJOYED YOUR RIDE, PLEASE TIP YOUR GUIDE!

We are committed to your safety above all else. Ride for fun! Ride Safe!