

# Midnight Sun ATV Tours LLC

## ALL TERRAIN VEHICLE (ATV) WAIVER AND RELEASE OF LIABILITY

Drivers License# \_\_\_\_\_ State/Country licensed: \_\_\_\_\_

Date of Birth (under 25) \_\_\_\_\_

Check if 25 or older \_\_\_\_\_

I, \_\_\_\_\_ (CUSTOMER)

Print FIRST name

Print LAST name

Being over the age of 16 know that riding a 4-wheeler or any other all terrain vehicle (ATV), is an activity carrying risks of serious personal injury, property damage, or death. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with my activities may cause injury or even death to me or others, as well as property damage. I know that operating ATVs has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle itself as well as where and how they are operated.

Being full aware of these 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 an ALL TERRAIN VEHICLE (ATV), I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE *in advance* Peter Vredenburg and Rick Port, partners and operators of Midnight Sun ATV Tours from any and all liability, claims for damages for death, personal injury or property damage which may have or which hereafter accrue to me as a result of my participation in the ATV 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 ANYWAY CONNECTED WITH, CUSTOMER'S RENTAL, PARTICIPATION OR OPERATION OF SAID ATV.

This release contains the entire agreement between 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 HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED ON HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMERS CHARGE, AND IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS.

Please initial each line.

1. \_\_\_\_\_ I understand that ATVs are 4 wheeled gasoline powered vehicles which can achieve speeds of over 30 miles per hour, and can suddenly and violently accelerate, turn, overturn, and or lose control depending on my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF ATVs 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 ATV 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, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- ∞ NO ONE UNDER THE AGE OF 16 MAY DRIVE AN ATV.
- ∞ NO riding without proper gear, including helmet goggles and sturdy boots or shoes.
- ∞ NO open toe shoes or sandals.
- ∞ NO wheelies, jumps, stunts, bumping or cutting in front of other vehicles or ATVs, gunning the engineer 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.
- ∞ NO side hilling. To keep from turning over, you must go directly up and down all hills and embankments. Stay away or use extreme caution on or near, all public roads and vehicular traffic
- ∞ NO operation of the ATV outside designated areas and trails-stay on established trails.

- ∞ NO operation of the ATV close to any other vehicle or other ATVs.
- ∞ NO passing other ATVs in your group -stay in your assigned positions at all times.

*NOTE:* Violation of any of the above may result in immediate termination of ATV rental *without* ANY refund.

2. \_\_\_\_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 ATV and state that I or my minor children have no medical condition(s) or disabilities incompatible with the safe operation of an ATV. I acknowledge that NO ONE under the age of 16 may drive an ATV.

3. \_\_\_\_I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE ANY ATV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (LEGAL OR ILLEGAL) OR ALCOHOL. BY INITIALING THIS STATEMENT, I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY, ANY DRUG AND/OR ALCOHOL.

4. \_\_\_\_I agree not to operate the ATV outside designated areas.

5. \_\_\_\_I agree to pay repair costs to any damage to the ATV covered by this rental agreement, other than ordinary wear and tear. I further agree to hold harmless and indemnify Peter Vredenburg or Rick Port, partners and operators of Midnight Sun ATV Tours LLC, 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 all cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented ATV.

6. \_\_\_\_I acknowledge that before operating any ATV of Midnight Sun ATV Tours LLC, I MUST DEMONSTRATE SAFE DRIVING SKILLS during the safety briefing and have had the opportunity to ask questions. IF YOU CANNOT PASS THIS DEMONSTRATION, WE WILL OFFER THE OPPORTUNITY TO RIDE WITH THE GUIDE ON A TWO-UP ATV. THIS RULE IS ENFORCED FOR THE SAFETY OF ALL PARTICIPANTS.

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 Peter Vredenburg or Rick Port, partners and operators of Midnight Sun ATV Tours LLC, on the basis of any claim from which I have released Peter Vredenburg or Rick Port, partners and operators of Midnight Sun ATV Tours LLC, 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.

Customer's Signature	Customer's Printed Name	Date
Address (Street/PO Box, City, State, Zip Code)		Phone
•Customer's Age on Date of Rental (circle one)    18 or older    Under 18		

IF CUSTOMER IS UNDER AGE 18, PARENT OR GUARDIAN MUST READ AND SIGN BELOW:  
 ALL DRIVERS must be age 16 or older, and in possession of a valid drivers license. ALL RIDERS under the age of 18 must also have written permission from a parent or guardian to rent and drive an ATV. By signing below said parent or guardian hereby agrees to and approves the above WAIVER AND RELEASE OF LIABILITY on behalf of his/her underage 18 child-renter.

Parent/Guardian's Signature	Parent/Guardian's Printed Name
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