

## **SIDE BY SIDE ATV RENTAL, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

### **PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.**

**1. Definitions.** The person who is using, driving, operating and/or riding as a passenger in the Side-By-Side All-Terrain Vehicle ("Side-By-Side ATV") shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean Darou Ventures LLC (the operator), Grand Adventures, Grand Adventures, LLC, Trailblazers, Trailblazers Side-By-Side ATV Tours, Grand Adventures Snowmobiling, and Ignacious Ventures LLC, and each of their respective successors in interest, affiliated organizations and companies, parent and sister companies, insurance carriers, agents, contractors and subcontractors, employees, representatives, assignees, officers, directors, owners, members, partners, and shareholders. The "Activity" means renting and/or operating, driving, riding (as a passenger) a Side-By-Side ATV, and otherwise taking part in ATVing and all other activities related to or ancillary to these activities.

**2. Risks of Activity.** Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the Activity include, but are not limited to: extreme physical demands and exertion, exhaustion, lack of or difficulty in instruction, lack of or difficulty in communication, lack of medical attention or equipment, defective or malfunctioning equipment, misuse of equipment, improper operation of equipment (e.g., acceleration, throttling and braking errors), choice of course, changing conditions, changing weather conditions, collisions, speed, Side-by-Side ATV rollover, Side-by-Side ATV ejection, terrain, man-made and natural obstacles and/or obstructions and/or dangers, falling objects, encounters with other Side-by-Side ATVs and/or other motor vehicles, becoming lost or separated, lack of shelter, storms, lightning, hail, snow and other adverse weather, Participant's poor health or physical condition, known or latent health conditions, including cardiac conditions, mental distress or panic from exposure to any one of the above, misunderstanding or underestimation of risks and abilities, lack of training, accidents at Release Parties' premises and facilities, accidents during transportation to and from Activities, infections or exposure to viruses or bacteria, other illnesses, and negligence or poor choices of others, including negligence of guides and employees of Released Parties and other participants. **UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.**

**3. Release, Indemnification, and Assumption of Risk.** In consideration of the Participant being permitted to participate in the Activity, the Undersigned agree as follows:

**(a) Release.** UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature, including, but not limited to, the "Risks of Activity" described above, whether currently known or unknown, which Undersigned, or any of them, have or which could be asserted on behalf of Undersigned in connection with the Participant's participation in the Activity, including, but not limited to, claims of negligence; negligence *per se*; misrepresentation; premises liability; products liability; other tort claims; Wrongful Death; statutory claims and violations; breach of warranty; breach of local, state and federal laws; and/or breach of contract.

**(b) Indemnification.** Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever, including, but not limited to, property loss, medical bills, loss of income, impairment, and disfigurement, and from any suits, claims or demands (including Undersigned's claims and third party claims), including legal fees, attorneys' fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of Undersigned shall survive beyond the period of the Participant's participation in the Activity.

**(c) Assumption of Risk.** Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, Undersigned recognize that property loss, injury and death are all possible while participating in the Activity, which participation is voluntary. Undersigned certifies that he/she and any minor participant is fit to participate in the Activity and is not under the influence of any alcohol or recreational drugs, or under the influence of any medication which would render him/her unable to participate in the Activity. **RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

**4. Side-By-Side ATV Use and Damage.** The Side-By-Side ATV is rented as is and with no warranties, express or implied. The Undersigned accept full responsibility for the care of the rental Side-By-Side ATV during the rental period. Undersigned agree

to pay for any damage that occurs to the rental Side-By-Side ATV regardless of the circumstances under which such damage may occur. Undersigned agree to pay for any lost rental income for the period the Side-By-Side ATV is out of service due to damage for which Undersigned is responsible. Undersigned agree to pay for any costs incurred in retrieval of rented Side-By-Side ATVs which are left on trail for non-mechanical reasons. Undersigned agree to pay all costs, including reasonable attorney's fees, incurred by Released Parties to collect any sums due or to enforce any terms of this Agreement. Undersigned agree to pay interest of 18% per annum on all sums owed to Released parties. Undersigned agree that Released Parties are authorized and shall have the right to charge Undersigned's credit card for any sums owed.

**5. Photography.** In consideration of participating in this event, I do hereby give the Released Parties, including Grand Adventures, Rapid Image, Steven Willis Photography and employees of this company, his or her assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my picture, portrait or photograph in all forms of media, in all manners for advertising, trade, sale or any other lawful purposes and I waive any right to inspect or approve the finished version(s), including written copy that may be created and appear in connection there with. I have read this release and am fully familiar with its contents.

**6. Minor Acknowledgment.** In the case of a minor Participant (under 18 years), Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent, under penalty of fraud, that they are a legal parent or guardian of the minor Participant.

**7. Miscellaneous.** Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be the state courts located in Grand County, Colorado, and Undersigned expressly agree and consent to jurisdiction in said courts; (c) THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO AND SUPERSEDES ANY AND ALL PRIOR CONTRACTS, ARRANGEMENTS, COMMUNICATIONS, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF INCLUDING BUT NOT LIMITED TO ANY PRIOR OR FUTURE REPRESENTATIONS ABOUT THE ACTIVITY ITSELF OR THE SAFETY THEREOF; (d) Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of Undersigned.

**8. Age Certification.** The Undersigned certify under the penalty of fraud, Participant is the following **(initial one)**:

- Age 4 or older (passenger only) \_\_\_\_Initial / Legal Guardian Initial
- Age 18 or older and possesses a valid driver's license. \_\_\_\_ Initial

**I HAVE CAREFULLY READ THE THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND IT. I AM AWARE I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address – (Street, City, State, Zip Code)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

Emergency Contact: \_\_\_\_\_

Printed Name

Telephone

Name/Relation