

**ALL TERRAIN VEHICLE ("ATV")
WAIVER & RELEASE OF LIABILITY**

I, , RENTER, (herein **RELEASOR**),
(Please print **LAST** name) (Print **FIRST** name)

being over the age of 16, and in consideration of being permitted to rent and operate an ALL TERRAIN VEHICLE ("ATV"), do, for myself, my spouse, my heirs, my children and/or those within my charge, my executors, administrators, successors and assigns, **HEREBY FULLY RELEASE AND FOREVER DISCHARGE** BLACK DIAMOND RESORT COMPANY, ROYAL CELEBRITY TOURS INC., ROYAL CARIBBEAN CRUISES LTD., CELEBRITY CRUISES INC., PRINCESS CRUISES AND TOURS, GRAY LINE OF ALASKA, DENALI PARK RESORTS, ITS EMPLOYEES, AFFILIATES, SUCCESSORS, ASSIGNS, AFFILIATED SHIPS, RESPECTIVE MASTERS, OFFICERS AND CREW, AGENTS, OPERATORS, CHARTERERS AND UNDERWRITERS, INCLUDING THE SHIP'S INDEPENDENT CONTRACTOR PHYSICIAN(S), NURSES AND/OR MEDICAL STAFF AND ANY AGENT AND/OR TICKET SELLER, its and/or their respective heirs, executors, administrators, successors and assigns, (hereinafter all collectively referred to as "**RELEASEES**"), of and from any and all actions, causes or right of action, suits, damages, judgments, executions, claims and demands whatsoever, either in law, admiralty, or equity, by reason of any matter, cause or thing whatsoever, known or unknown, from the beginning of the world to the end of time, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, RELEASOR'S RENTAL, PARTICIPATION, USE, MISUSE, OR OPERATION OF SAID ALL TERRAIN VEHICLE (ATV).

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. **RELEASOR FURTHER STATES THAT HE OR SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY/ALL MINOR CHILDREN OR CHILDREN WITHIN RENTOR/RELEASOR'S CHARGE, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS:**

1. I, RELEASOR, understand that ALL TERRAIN VEHICLES (ATV's) are 4 wheeled gasoline powered vehicles which can achieve speeds of over 50 m.p.h., and which can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon renter's operation, terrain, and/or weather conditions. **RELEASOR IS AWARE THAT USE OF ALL TERRAIN VEHICLE ("ATV") MAY BE HAZARDOUS, AND RELEASOR HAS ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF SERIOUS PERSONAL INJURY OR DEATH.**

RELEASOR acknowledges that "ATV" must at all times be operated in a reasonable, safe and prudent manner. RELEASOR acknowledges 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 passengers – only 1 person per ATV. NO ONE UNDER 16 MAY DRIVE ATV.

NO riding without proper gear. Proper gear includes helmet and goggles at all times.

NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATV's or other reckless driving or operation at any time.

NO speed too fast for conditions, visibility or experience. Drivers must be alert & aware for all possible 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 from, or use extreme caution on or near, all public roads and vehicular traffic.

NO coasting downhill with transmission in neutral.

NO ATV operation outside designated areas and trails.

NO ATV operation close to any other vehicle or other ATV's.

NO riding closely behind other all terrain vehicles.

NO DRIVING OFF THE ESTABLISHED TRAIL – stay with your group and in your assigned position at all times!

* Violation of any of the above may result in immediate termination of rental without refund.

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2. RELEASOR warrants that both RELEASOR and RELEASOR's minor children (where applicable) must be sufficiently responsible and mature to ride (ATV) ALL TERRAIN VEHICLE, with no known medical condition(s) or disabilities incompatible with the safe operation of ALL TERRAIN VEHICLE. **NO ONE under the age of 16 may ride or occupy ATV under any circumstances!**
3. **RELEASOR ACKNOWLEDGES THAT HE/SHE IS NOT PERMITTED TO OPERATE ALL TERRAIN VEHICLE (ATV) WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY, ANY DRUG (legal or illegal) OR ALCOHOL.** RELEASOR HEREBY PROMISES AND WARRANTS THAT RELEASOR IS NOT UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY, ANY DRUG AND/OR ALCOHOL.
4. RELEASOR acknowledges he or she has fully reviewed the "ALL TERRAIN VEHICLE OPERATION AND SAFETY VIDEO", had the opportunity to ask questions regarding the safe operation of the ALL TERRAIN VEHICLE, and did receive all relevant and necessary safety and/or operational information before commencing operation of (ATV) All Terrain Vehicle.
5. RELEASOR agrees not to operate (ATV) ALL TERRAIN VEHICLE outside designated areas, and further agrees to indemnify RELEASOR for any/all damages to ATV, other than ordinary wear and tear. RELEASOR further agrees to hold harmless and indemnify RELEASOR for any/all loss or damages (including theft) to RELEASOR or other persons, objects or property, including, but not limited to, any/all eyewear (prescription or non-prescription), eyeglasses, contact lenses, glasses, sunglasses, cash, jewelry, electronic equipment, including cell phones and cameras, etc., caused by, or in association with, RELEASOR'S use or operation of (ATV) ALL TERRAIN VEHICLE.
6. RELEASOR acknowledges that ATV RENTAL is optional, and not an integral part of RELEASOR'S cruise, tour, or cruisetour with ROYAL CARIBBEAN CRUISES LTD., ROYAL CELEBRITY TOURS, INC., CELEBRITY CRUISES INC., PRINCESS CRUISES AND TOURS, GRAY LINE OF ALASKA, DENALI PARK RESORTS or BLACK DIAMOND RESORT COMPANY, but rather is an independent, voluntary activity undertaken by RELEASOR, independent of RELEASOR'S cruise, tour, cruisetour or voyage.
7. Except where such terms would be inconsistent with the terms of this Waiver & Release of Liability, the terms and conditions of RELEASOR'S Passage Contract are hereby incorporated herein by reference as though fully set forth herein, and shall be applicable to any claim, demand, suit or action arising from, or in any way connected with, RELEASOR'S rental, participation, use (or misuse), or operation of said (ATV) ALL TERRAIN VEHICLE.
8. YOU MUST PASS THE SAFETY TRAINING COURSE SET UP OUTSIDE. IF YOU CAN NOT PASS THE COURSE, YOU CAN NOT CONTINUE THE TOUR WITH GUIDE. YOU WILL NOT BE REFUNDED. PLEASE UNDERSTAND THIS IS SET UP FOR YOUR SAFETY.
9. I Have watched the Safety Video Provided by Black Diamond Resort Company.

IN WITNESS WHEREOF, the **RELEASOR** has hereunto set **RELEASOR'S** hand and seal on the day of _____, 2023.

RENTER/RELEASOR'S – SIGNATURE

RENTER/RELEASOR – PRINT NAME

 All renters must be age 16 or older, and in possession of a valid driver's license. Renters under the age of 18 must have written permission from a parent or guardian to rent ALL TERRAIN VEHICLE. By signing below, said parent or guardian hereby agrees to and approves the above WAIVER & RELEASE OF LIABILITY on behalf of renter

PARENT OR GUARDIAN'S SIGNATURE PARENT OR GUARDIAN (PRINT NAME)
 Rev. 6/23/04 VJW

Gratuity For the Guide is always appreciated but never expected!
Thank You and Have a Safe Adventure!