

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

We are committed to providing the best possible riding experience as well as the safest. To accommodate our guests, skill and equipment preference please adhere to the following rules & regulations. Please be courteous and considerate of your fellow riders, and help keep our children safe. For more details, please visit Rules and Regulations. In consideration of the services of Awesome ATV Rentals, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AAR"), I hereby agree to release, indemnify, and discharge AAR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV riding activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
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, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AAR 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 AAR's equipment or facilities, including any such claims which allege negligent acts or omissions of AAR.
4. Should AAR 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 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. In the event that I file a lawsuit against AAR, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. 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 effect.
7. The undersign acknowledges and agrees that consumption of alcohol or any other impairing substance increases the risk of serious injuries. All persons are prohibited from engaging any such activities while impaired.
8. I authorize the credit card listed to be used as a damage/security deposit for each ATV I rent. I am fully responsible for this ATV and will pay for all broken, cracked, bent, ripped and missing pieces of my ATV if damaged while in my possession. I will inspect my ATV prior to riding it and note any previous damages on the "ATV Checkout Form" during the pre-ride inspection. I'm agreeing to pay for all damages today. In the event that I can't sign the official credit card receipt, any signature below authorizes the credit card listed.
9. If my ATV is wrecked or damaged while in my possession and determined by On The Trail Rentals to be a total loss and not worth repairing, I agree to pay full retail price plus tax for the ATV.

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 AAR on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by AAR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless AAR 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: _____ Print Name: _____ Date: _____

If you are a Veteran, Active-Duty Military, Law Enforcement, Fire Fighter, or a Medical First Responder, please bring your government issued credentials. We'll pay for your helmet rental as long as you rent from us. We are grateful for your service to our country and our community.

AGE RESTRICTIONS - According to NC ATV age laws, Children under the age of eight years old are not permitted to operate an ATV. Children between the ages of 8 and 12 are not permitted to operate an ATV with an engine larger than 70 cubic centimeters. Larger ATVs are permissible for children between the ages of 12 and 16, but the engine must still be smaller than 90 cubic centimeters. While children are permitted to operate these vehicles, they must do so under constant supervision. Any child under the age of 16 must be supervised by someone 18 or over.

PASSENGERS - Carrying a passenger is a great time. That said, you are legally not allowed to ride with a passenger if your ATV was not built to do so. Do not ride with someone on the handlebars, in front of you on the seat or otherwise on the ATV if it is not designed for two people.

ACCORDING TO NC ATV LAWS, you may not:

- Operate your ATV on designated trails without eye protection and a helmet; Drive recklessly; Drive on the interstate or a highway; Drive after sunset or before sunrise or any other time visibility is significantly reduced.

Additionally, if you were born after 1990, you are required to have passed a safety training class and possess a certificate of completion. Should you violate any of these laws, you may be subject to a fine of not more than \$200.