

Customer Name:

Date:

Paiute Trail UTV's

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Paiute Trail UTVs, 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 "PTU"), I hereby agree to release, indemnify, and discharge PTU, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that UTV and ATV riding on off-road trails entails known and unanticipated risks which 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. The risks include, among other things: road hazards, flash floods, fallen trees, and wildlife, may be encountered. I agree that it is unreasonable to expect PTU to guard against wildlife encounters (including but not limited to rattlesnakes, bears, mountain lions, angry geese, etc.) and I therefore fully accept all risks associated with such encounters. Improper or unsafe driving could result in vehicles tipping onto their sides or even flipping over/rolling. Failing to wear a seatbelt can result in being ejected from the vehicle. Weather can be unpredictable, and by renting from PTU I certify that I have checked the weather reports and am taking all precautions that I deem appropriate for myself and my fellow participants. Exposure to natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also, prolonged exposure to cold weather or cold water can result in hypothermia and in extreme cases death.

2. I expressly agree and promise to accept and assume all of the risks existing in this rental 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 PTU 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 PTU's equipment, or facilities, including such claims which allege negligent acts or omissions of PTU.

4. Should PTU 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 have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against PTU, I agree to do so solely in the state of Utah, 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 portions shall remain in full force and effect.

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7. I certify that I know and understand that the vehicles being rented are for off-road use only and are not licensed or insured to be driven on paved roadways. I will not drive them on paved roadways.

8. I certify that I possess a valid drivers license and a Utah OHV license, and that I am in full compliance with all legal requirements to operate and drive an OHV in the state of Utah.

9. I will not allow anyone to drive the vehicle who is under the age of 18, or anyone who is under the influence of alcohol or any mind-altering substance, or anyone not possessing a valid drivers license and Utah OHV license. Only approved drivers who have been added to this participation agreement will be permitted to drive this vehicle.

10. I understand that the vehicle must be returned with a full tank of gas or I will be charged to fill the tank at prevailing rates plus a \$35 surcharge.

11. I understand that while I am paying the \$22 insurance fee, I am authorizing PTU to charge my card on file up to \$2000 for repair/replacement costs for any damage I may have caused to the vehicle.

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 PTU 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.

Signature of Participant: _____ Date: _____

Print Name: _____

Address: _____

Phone: _____

List authorized drivers: (Please print)

_____ Age: _____ UT OHV License _____

_____ Age: _____ UT OHV License _____

_____ Age: _____ UT OHV License _____

_____ Age: _____ UT OHV License _____

_____ Age: _____ UT OHV License _____