

**K & M Businesses of Florida, LLC  
PERPETUAL WAIVER AND RELEASE  
(VALID FOR EACH AND EVERY DATE OF PARTICIPATION)**

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF K&M\*, LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM K&M\* IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND K&M\* HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

\_\_\_\_\_ (PRINT YOUR NAME) has read this Waiver and Release and agrees as follows:

1. I recognize and agree that: all risks can never be eliminated, and participating in the activities at K&M\* involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.
2. On behalf of my minor child/children I fully, and forever waive, release and discharge K&M\* and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with me or my child's activities with or at K&M\* including claims involving their own negligence.
3. I agree to indemnify and hold harmless K&M\* and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities, claims, obligations, costs, damages,

and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at K&M\*, including for claims alleging K&M\* own negligence.

4. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit K&M\*, whether at the current location or any other location or facility.

**I have read the K&M\* Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.**

Parent Name/Legal Guardian (Print): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ Today's date \_\_\_\_\_ (MM/DD/YY)

**NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature**

MINOR NAME #1 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #2 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #3 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

MINOR NAME #4 \_\_\_\_\_ BIRTHDATE \_\_\_\_\_ RELATION \_\_\_\_\_  
First name, Last name mm/dd/yy

## **PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT**

I, the undersigned, have been fully warned and advised by K & M Businesses of Florida, LLC (hereinafter collectively referred to as "K&M"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's, & UTV's,") or off-highway vehicles ("OHV's") (whether on the premises or off of the K&M's premises) to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of K&M and numerous court cases, I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear, and I cannot sign on their behalf to waive the requirement.

**I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.**

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Name of Rider

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Signature of Rider

Date