

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of K & M Businesses of Florida, LLC their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KM"), I hereby agree to release, indemnify, and discharge KM, 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, and UTV trail 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.

The risks include, among other things: accidents involving other vehicles or motorcycles; collision with fixed or movable objects; slips and falls; the possibility of rough terrain; drivers may be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers, equipment, or other objects; the condition of the trails; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, passengers can be thrown off their machine which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; transmissible pathogens or diseases; my own physical condition, and the physical exertion associated with this activity. In any event, if you or your child is injured, any medical assistance will be at your own expense.

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. Additionally, I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KM 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 KM's equipment or facilities, **including any such claims which allege negligent acts or omissions of KM.**
4. Should KM 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. I expressly agree to notify KM immediately of any incident, accident, or injury that occurs or which I witness while participating in KM's activity. I agree that by failing to immediately report an incident, accident, or injury to KM I am waiving my right to later assert a claim against KM.
7. In the event that I file a lawsuit against KM, I agree to do so solely in the state of Florida, 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, may be found by a court of law to have waived my right to maintain a lawsuit against KM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at KM. 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 _____ DOB _____ Signature of Participant _____

Address _____

State _____ Zip _____ Email _____

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 “KMBF”), 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”) or off-highway vehicles (“OHV’s”) (whether on the premises or off of the KMBF’s premises) in order 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 KMBF 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.

Name of Rider

Date

Signature of Rider

Date

