

## 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 "K&M"), I hereby agree to release, indemnify, and discharge K&M, 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 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: the possibility of rough or uneven terrain; passengers being jolted, jarred, bounced, thrown about, or otherwise shaken during rides; injury resulting from contact with other passengers or equipment; injuries caused by trail conditions or objects such as holes, bumps, ruts, obstacles, tree limbs, branches, or rocks; travel over uneven or snow-covered terrain, including changing snow conditions and variations in elevation; slips and falls; collisions with fixed or moving objects, vehicles, or natural forces, including extreme weather, lightning, and rapidly changing conditions; exposure to sun, wind, cold, and other environmental elements, which may result in hypothermia, hyperthermia (heat-related illness), heat exhaustion, heat stroke, sunburn, or dehydration; exposure to potentially dangerous wildlife, including wild animals, insects, hazardous plant life, and aggressive or poisonous marine life; loss of control of the equipment; risk of serious injury, including sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries, and injuries to the head, neck, back, or internal organs, as well as loss of fingers or other appendages; negligence of participants or others present; travel in remote areas; the possibility of being thrown from the vehicle, resulting in any of the foregoing risks; collisions, rollovers, or flipping of the vehicle; exposure to transmissible pathogens or disease; the potential for accidents or illness in remote locations without immediate access to medical care, emergency treatment, or other services; mechanical failure of equipment; accidents occurring while mounting, dismounting, entering, or exiting the vehicle; transportation-related accidents to and from activity locations; and the possibility that fatigue, cold, or dizziness may impair reaction time and increase the risk of injury.

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. I agree to wear a properly fitted and secure DOT or SNELL-certified helmet while participating in ATV and UTV activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless K&M 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 K&M's equipment or facilities, **including any such claims which allege negligent acts or omissions of K&M.**
4. Should K&M or anyone acting on their behalf be required to incur attorney 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 K&M, 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, I may be found by a court of law to have waived my right to maintain a lawsuit against K&M 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 K&M. 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 \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**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