

KATVA WAIVER

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for the Kansas All-Terrain Vehicle Association

IN CONSIDERATION of being permitted to participate in any way in the activities and of Kansas All-Terrain Vehicle Association (KATVA) and/or being permitted to enter upon, be present at, and the use of the KATVA Pomona Ride Area premises where all-terrain vehicles (ATV) or other motorized activities and events are being conducted (hereinafter referred to as the Premises), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including, without limitation the operation, maintenance, observation or use of ATVs or other motorized vehicles or motorcycles (hereinafter collectively referred to as the Activities), the undersigned, on his/her own behalf (hereinafter referred to as the Undersigned):

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall and shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby releases, waives, discharges and covenants not to sue (Department of the Army and the Kansas Department of Wildlife and Parks) the owner of the premises, any individual engaging in the Activities, rescue personnel (hereinafter referred to as Releasees), from all liability to the Undersigned for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the Premises or the Activities, whether caused by the negligence of the releasees or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the Premises or the Activities whether caused by the negligence of the releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of, or related to the Premises or the Activities whether caused by the negligence of releasees or otherwise.
5. Hereby acknowledge that the activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. Hereby agrees that this Release and Waiver of Liability Assumption of the Risk and Indemnity Agreement extends to all acts of negligence by the releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Kansas.

I have read this Waiver of Liability Assumption of Risk and Indemnity Agreement, fully understand that I have given up substantial rights.

Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement for the Kansas All-Terrain Vehicle Association

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my

minor child's involvement or participation in the activities as provided above, even if arising from the negligence of the Releasees, to the fullest extent by law.