

Initial Initialing this box covers the following 11 statements below: **Agreements for the Protection of Participants:**

- I represent and warrant that I am **in good health** and in proper physical condition to safely participate in activities. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the event, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in a ATV event while under the influence of alcohol and/or drugs.
- I acknowledge that Kent Farms, Inc. recommends and **encourages each client to get medical clearance** from his/her personal physician prior to participation.
- I assert that I **have not been advised or cautioned against participating** by a medical practitioner.
- I understand that it is my responsibility to continuously **monitor my own physical and mental condition during participation**, and I agree to stop immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by **medical insurance**.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorize appropriate Kent Farms, Inc. personnel and emergency medical personnel at the event to make emergency medical decisions** on my behalf (including, but not limited to CPR and AED).
- I authorize Kent Farms, Inc. to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by Kent farms, Inc..
- I agree to **assume all costs** of emergency medical care and transportation.
- I acknowledge that Kent farms, Inc. has instituted its **rules for the protection** of the participant and co-participants. **I agree to familiarize myself with those rules and follow** them throughout the event. I also recognize the authority of Kent Farms, Inc. to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating at the ATV Park, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Kent Farms, Inc. (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in New York State.

Signature of Participant

Print Name

Date

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of Kent Farms, Inc. and Tall Pines ATV Park. I further agree to comply with all directions, instructions and decisions of Kent Farms, Inc., and Park personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Govern Participation: I understand that Kent Farms, Inc., has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation in the Course or Related Activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Kent Farms, Inc.

Removal from Course: I understand that Kent Farms, Inc., and their security personnel may immediately **cause** anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, **to be removed from the Course**. No refunds will be given.

Attitude and Behavior: I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of participation at the ATV Park, will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate at the ATV Park. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by Kent Farms, Inc. I agree to take full responsibility for any decision to consume alcohol following the event. I understand that it is a violation of New York State Vehicle and Traffic Law to operate an ATV, UTV, Motorcycle, Go Kart or any motorized vehicle above the legal limit of blood alcohol percentage on any Public Road.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) pets are allowed as long as they are under specific control of their owner; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during participation at the Park by Kent Farms, Inc, its affiliated entities or contractors, and/or the media become the sole property of Kent Farms, Inc. I grant the right, permission and authority to Kent Farms, Inc., and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Kent Farms, Inc., and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached majority age in New York, which is 18 years of age.

Signature of Participant

Print Name

Date

Ver:2021

Revised 02/2021

TEK