## ADULT WAIVER

Kent Farms, Inc./Tall Pines ATV Park

## ASSUMPTION OF RISK, WAIVER OF LIABILITY,

## AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Participation at the ATV Park includes but is not limited to, riding ATVs, UTVs, Motorcycles, Go Karts, racing, camping, hiking, swimming, fishing, and hunting.

Parties:

Released Parties include KENT FARMS, INC., D/B/A TALL PINES ATV PARK and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the participant as well as participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

Initial Assumption of inherent Risks: I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with
persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and
contact with natural or man-made fixed objects or obstacles; 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close
proximity and/or contact with thick smoke, dust and open flames, barbed wire, pipes, and electric shocks); 3) equipment related hazards (e.g., broken, defective or
inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold,
humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or
inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and 7) natural hazards
(e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).
I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor,
serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common,
but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness,
mental stress or exhaustion, infection, and concussions.
Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal
injuries and paralysis, stroke, heart attack, and even death.
I understand that it is my responsibility to inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose
unreasonable risks, I agree to immediately notify appropriate personnel. By participating at the ATV Park, I am acknowledging that I have found the course, facilities,
equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.
I understand fully the inherent risks of an ATV activities, camping, and trail riding and assert that I am a willing and voluntarily participant. I have read the
preceding paragraphs and acknowledge that 1) I know the nature of ATV riding, ATV events, and camping; and 2) I understand the demands of this activity relative
to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the aforementioned activities. I hereby assert that I
knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a

Initial Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate at the ATV Park, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Kent Farms, Inc./Tall Pines ATV Park and the other Released Parties from any and all claims resulting from the INHERENT RISKS of ATV riding, ATV events, and camping or the ORDINARY NEGLIGENCE of Kent Farms, Inc (or other Released Parties) that I may have arising out of my participation at the ATV Park.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the ATV Park participation, which includes injury during course inspection, observation, spectating, practice runs, the event, trail riding, camping, medical treatment and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Initial Indemnification Agreement: In consideration of being permitted to participate at the ATV Park, camping and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify Kent Farms, Inc. (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation at the ATV Park; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at the ATV Park. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the ATV Park.

Initial Other Agreements

result of participating in activities at Tall Pines ATV Park.

Venue and Jurisdiction: I understand that if legal action is brought, parties agree that the appropriate trial court venue is Allegany County, as the sole and exclusive jurisdiction and that only the substantive laws of the New York State shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State of New York and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions. I understand that this is the entire Agreement between me and Kent Farms, Inc. and cannot be modified or changed in any way by representations or statements by any agent or employee of Kent Farms, Inc. This Agreement may only be amended by a written document duly executed by all parties.

Participa	ant N	lame	: Pl	ease	Pri	nt so	we	can	RE/	AD it	, or	you	will	hav	e to	do i	t aga	ain.
First:																		
Last:																		

☐ I represent and warrant that I am in gephysical or mental conditions that would not oothers. ☐ I represent and warrant that I am in full I agree not to participate in a ATV everal I acknowledge that Kent Farms, Inc. r. I assert that I have not been advised I understand that it is my responsibilit notify appropriate personnel if at any pour I represent and warrant that I am cover In the event of an injury to me that rememergency medical personnel at the event I authorize Kent Farms, Inc. to secure I agree to assume all costs of emerger I acknowledge that Kent farms, Inc. I premises) if my participation, conduct, or	Id affect my ability to safely participate in the second and of my faculties and am not under the while under the influence of alcohol and recommends and encourages each client to be continuously monitor my own physical my continuously monitor my own physical my continuously monitor my own physical my continued participation would create red by medical insurance.  Ideas me unconscious or incapable of making the make emergency medical decisions emergency medical care or transportation may medical care and transportation may instituted its rules for the protection of also recognize the authority of Kent Farms, or presence endangers myself or my co-participation in the second care of the protection of also recognize the authority of Kent Farms, or presence endangers myself or my co-participation.	to safely participate in active event, or that would result or the influence of alcohol or or drugs.  get medical clearance from edical practitioner.  If and mental condition duration a risk of danger to myself or g a medical decision, I authors on my behalf (including, but in (i.e., EMS) when deemed the participant and co-participants.	ities. I certify that I have no known or knowable t in my participation creating a risk of danger to myself r drugs.  In his/her personal physician prior to participation.
and participating at the ATV Park, ar		nd unconditional release of	I am freely and voluntarily signing the agreement fall liability due to ORDINARY NEGLIGENCE of tent allowed by law in New York State.
Signature of Participant	Print Name	Date	
directions, instructions and decisions of basis at any time.  Govern Participation: I understand that Course or Related Activities and the autiparticipants, spectators, and personnel; at Removal from Course: I understand the instructions, decisions, or laws, or whose Course. No refunds will be given.  Attitude and Behavior: I also agree to a cooperative and positive attitude.  Alcohol & Drugs: I certify that I am no way impair my ability to safely participate following the event is discouraged by Kea violation of New York State Vehicle at percentage on any Public Road.  Specific Rules: I specifically acknowled allowed as long as they are under specifipersonnel are permitted; and 4) obey cive Photography: I understand that any and linc, its affiliated entities or contractors, and its designees to use my name and an promoting, advertising, and marketing accommercial use of such photographs, more contractive in the property of the	Kent Farms, Inc., and Park personnel. I furth Kent Farms, Inc., has the authority to issue nority to halt my participation in the Course and/or promote fairness and the spirit of Kent Kent Farms, Inc., and their security persons behavior endangers safety or negatively after exhibit appropriate behavior at all times; derest, and on the date of participation at the ATV te at the ATV Park. I further understand that ent Farms, Inc. I agree to take full responsible and Traffic Law to operate an ATV, UTV, Mege and agree to abide by the following rules control of their owner; 3) no clothing, profil and criminal laws including traffic laws. all photographs, motion pictures, recording und/or the media become the sole property of y such photographs, motion pictures, recording	instructions or directions re or Related Activities at any t Farms, Inc. and immediately cause fects a person, facility, or prononstrate respect for all peoply Park, will not be, under the talcohol consumption durin lity for any decision to consotorcycle, Go Kart or any mediately and or equipment that pose and s, and/or likenesses of me caf Kent Farms, Inc. I grant things, and/or likenesses for an is, Inc., and its designees have	Pines ATV Park. I further agree to comply with all ese rules, directions, instructions, or decisions on any clating to the manner of my safe participation in the time they deem it necessary to protect the safety of anyone who disobeys any rules, directions, operty of any type or kind, to be removed from the ple, equipment, and facilities; and participate with a enifluence of alcohol or any drugs that would in any go the event is prohibited and alcohol consumption name alcohol following the event. I understand that it is notorized vehicle above the legal limit of blood alcohol on is permitted outside of designated areas; 2) pets are a unnecessary risk to participants, spectators or aptured during participation at the Park by Kent Farms, he right, permission and authority to Kent Farms, Inc., ny legitimate purpose, including but not limited to we the full right to sell and/or profit from the
Signature of Participant	Print Name	Date	

Ver:2021 Revised 02/2021 TEK