



CASI ATV RiderCourseSM Waiver & Indemnification Agreement

IMPORTANT INFORMATION - YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

CASI ATV RIDERCOURSE WAIVER & INDEMNIFICATION AGREEMENT

Participation in this course requires physical stamina and mental alertness. The undersign hereby attest that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription drugs that could impair his/her performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT.

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, All Terrain/Quad Council of Canada, the owner of the training ATV, and the owner of the land upon which this training occurs, including all of the aforementioned parties' members, employees, officers, instructors and/or agents (the RiderCourse Providers), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV RiderCourse, I agree as follows:

I fully understand and acknowledge that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE OR DEATH** that exist in my use of ATVs and ATV equipment and my participation in the ATV Ridercourse activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY OR DEATH**; (c) these risks and dangers may be caused by the negligence of the Ridercourse Providers and/or the negligence of others, including other ATV Ridercourse participants, and may arise from foreseeable or unforeseeable causes: and (d) by participating in these activities and/or using vehicles and equipment, **I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and are all responsibility, and agree to release the RiderCourse Providers for any injuries, losses and/or damages**, including those caused solely or in part by the negligence of the RiderCourse Providers or any other person. If I have brought an ATV to use in the RiderCourse, I also agree that this release applies to any damage that occurs to the ATV during the ATV RiderCourse.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the RiderCourse Providers for any and all injuries, damage, or death I may suffer arising from my participation in the ATV RiderCourse, including claims based on the RiderCourse Providers negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE NAMED RIDERCOURSE PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ARISING FROM MY PARTICIPATION IN THE ATV RIDERCOURSE. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT.

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, All Terrain Quad Council of Canada, the owner of the training ATV, and the owner of the land upon which this training occurs, including all of the aforementioned parties' members, employees, officers, instructors and/or agents (the Ridercourse Providers), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV RiderCourse, **I agree as follows:**

I on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend and indemnify the Ridercourse Providers from any and all claims, suits or causes of action for bodily injury, property damage or other damages which may arise out of my use of ATV's and ATV equipment or my participation in the Ridercourse activities, including claims arising from the RiderCourse Providers or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE NAMED RIDERCOURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE ATV RIDERCOURSE, I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

Print Name: _____ Signature: _____

Date: _____ Witness : _____