

HALE MOUNTAIN OHV PARK  
ASSUMPTION OF RISK, WAIVER AND RELEASE  
**READ CAREFULLY BEFORE SIGNING**

The undersigned desires to enter upon the Hale Mountain OHV Park (the "OHV Park") to ride an off-road vehicle: and understands that parts of the park may be under construction or maintenance and that there may be vehicles and construction equipment in operation on the OHV park: and realizes that owners, employees and/or agents are not instructors or trainers. The undersigned understands and realizes that the activity can be dangerous with inherent risks, dangers and hazards and that injuries, illness or death can result including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the owners, employees or agents of the OHV Park, by the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Further, the undersigned understands and realizes that the OHV Park may contain unknown or hidden dangers, including, but not limited to, protruding rocks, stumps, loose soil, trees and limbs in or near the trails, ruts, standing water, mud, snakes and other natural and manmade obstacles, and understands that he/she should obtain prior training and proper education in the operation of any vehicle he/she will be operating. In consideration of furnishing the OHV Park, the undersigned hereby assumes all risks and dangers and all responsibility for any losses and/or damages to their person and/or their vehicle and/or any other personal property, whether caused in whole or in part by the negligence or other conduct of the owners, employees, or agents of the OHV Park.

The undersigned, on behalf of himself/herself, personal representatives and heirs hereby waives and fully and forever releases and discharges the owners, as a whole or individually, and all their employees and agents from any and all claims, demands, damages, rights of action, or causes of action, losses for bodily injury, property damage, wrongful death, loss of services or otherwise present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of, or incident to, the undersigned while on or about the OHV Park, in preparing to enter the OHV Park, in preparing to participate in any activity in the OHV Park.

Participant agrees to abide by the following rules and regulations:

**LAND USE:** Participants must wear wristband at all times for identification. Participant must stop if signaled by Park personnel. Participant agrees to respect land and property of others.

**HELMETS:** OHV Park requires following DOT and ATV manufacturers guidelines.

**ATV RESTRICTIONS:** OHV Park recommends following manufacturers guidelines.

**MINORS:** Ages 19 and under must have a parent or legal guardian sign a waiver to ride and parent be on site at all times.

**TRAILS:** Ride cautiously and safely at all times. Stay on marked trails and obey all signs, gates, fences, barriers and posted signs.

**ALCOHOL/DRUGS:** The possession and consumption of alcohol or use of any drugs is strictly prohibited at all times in the OHV Park.

**FIREARMS/FIREWORKS:** The possession of firearms/fireworks is strictly prohibited at all times in the OHV Park.

**FIRES:** No fires except in designated fire pits constructed by the OHV Park.

**DAMAGE, LOSS, THEFT, INJURY:** OHV Park is neither liable nor responsible for damage, loss, or theft of personal property or for the injury to participant and/or visitors.

**LITTER:** Users are expected to use trash receptacles or to remove any trash they bring. Violators will be prosecuted.

**OHV'S:** OHV's must have properly functioning spark arresters and mufflers.

**OTHER RIDERS:** Be considerate of other riders while riding trails and report any unauthorized or illegal behavior observed.

**VIOLATIONS:** Violators of any of the rules and regulations may result in suspension from the OHV Park.

**PENALTIES:** OHV Park may exact any penalties allowed by law.

**PUBLICITY:** OHV Park is authorized to use your name, photos of you and/or your vehicle for the publicity, advertisement, endorsements, magazine articles or as deemed appropriate for off road vehicle riding.

If any part of this release is invalid for any reason such shall not impair the remainder of this release.

**PLEASE BE SAFE AND FAMILIARIZE YOURSELF WITH THE TRAILS AND THEIR DIFFICULTY BEFORE RIDING**

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE AND IT IS MY INTENTION TO EXEMPT AND RELIEVE HALE MOUNTAIN OHV PARK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY CAUSE.**

I have read and understand and sign the foregoing assumption of risk agreement, waiver and release this.

**This waiver will expire 6/30/11.**

DATE: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature And Printed Name of Parent or Guardian (if less than 19 years): \_\_\_\_\_

Drivers License State & # \_\_\_\_\_

EMERGENCY CONTACT: NAME \_\_\_\_\_

PHONE# \_\_\_\_\_