

GUIDES NAME _____
 TOUR DATE _____ TIME _____
 GROUP NAME _____
 COMMENTS _____

 CASH? _____ CC? _____

Arizona **ATV** Adventures

13180 N. Woosnam Way
 Oro Valley, Arizona 85755

Participant Agreement, Release and Assumption of Risk

In consideration of the services of Lutz Adventure Tours, LLC, dba, Arizona ATV Adventures, their agents owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "LAT"), I hereby agree to release, indemnify, and discharge LAT, on behalf of myself, my spouse, my children, my parents, my heirs, personal representative and estate as follows:

1. I acknowledge that going on a guided ATV (All Terrain Vehicle) tour or renting an ATV entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: There is the possibility of rough terrain. Drivers and Passengers can be jolted, jarred, bounced, thrown about, thrown off of the ATV and otherwise shaken during rides: It is possible that riders could be injured if they come into contact with other passengers or equipment. Injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts obstacles, tree limbs and branches or rocks. Major injuries are a risk as are bruises and sprains: further, passengers can be thrown off of the vehicles which can result in any of the above events occurring: collisions, and flipping over: accidents or illness can occur in remote places without medical facilities. The machine itself may fail and slips and falls are always a possibility on hikes if in fact you do any hiking as part of the tour or rental. Animals, snakes, bugs, birds and other creatures may be an issue during the tour or rental period.

Furthermore, LAT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participants fitness or abilities. They might misjudge the weather or the skill level of the people they train and or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LAT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of LAT's equipment or facilities including any such claims which allege negligent acts or omissions of LAT.
4. Should LAT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I and or anyone I sign for have adequate insurance to cover any injury or damage I may cause or suffer while participating , or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I accept physical responsibility for the ATV I will be driving or riding on and that of any minor I sign for. Any accidental damage shall be repaired or replaced at my expense. I authorize use of my credit or debit card below to make such repairs and to cover any lost revenue due to the ATV being out of service.
7. I understand that this event is a tour and not a race. I will refrain from reckless driving, excess speed and breaking traction. Should I fail to follow the guides reasonable instructions concerning vehicle operation, I accept that my tour may be cancelled on the spot without refund, the ATV chained up, and further, that I am subject to a \$50 recovery fee. In addition, should the ATV be stolen or vandalized during this process, I accept financial responsibility for the replacement and or repair of of the ATV.
8. Water and mud may be present in low spots along the trail during or after rain. I agree to follow the guides route and at the same speed of the guide through these obstructions and obstacles. If I choose to go faster and or in a different route than the guide, I realize that I may be responsible for the disassembly and cleaning of the ATV. I agree to have these costs taken out of my damage deposit.
9. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and in effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LAT on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I understood it, and I agree to be bound by it's terms.

Print Name _____ Signature of Participant _____
 Address _____ City _____ State _____ Zip _____ Country _____
 Home Phone _____ Cell Phone _____ Today's Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ / _____
 (Please print) Name Age Permit or license Name Age Permit or license

being permitted by LAT to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless LAT from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Printed name of Parent or Guardian _____ Signature of Parent or Guardian _____ Date _____

How did you hear about us? Rack Card _____ Newspaper _____ Internet _____ Referral _____ Other _____

IF YOU ENJOY THE RIDE, PLEASE TIP THE GUIDE!

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