

SIDE BY SIDE/ATV OFFROAD PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Larry Schenk and/or the Western Trails LLC, their agents, owners, volunteers, participants, employees, and all other persons or entitles acting in any capacity on their behalf, I herby agree to release, indemnify, or discharge Larry Schenk and/or the Western Trails LLC, on behalf of myself, my spouse, my children, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that this sport 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.

Furthermore, Larry Schenk and/or the Western Trails LLC employees have difficult jobs to perform. They seek safety, but they are infallible. They might be unaware of a participant’s fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- 2. I herby voluntarily release, forever discharge, and agree to indemnify and hold harmless Larry Schenk and/or the Western Trails LLC 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 Larry Schenk’s and/or the Western Trails LCC’s equipment or facilities, including any such claims which allege negligent acts of omissions of Larry Schenk and/or Western Trails LLC.
- 3. Should Larry Schenk, the Western Trails LLC, and/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.
- 4. I certify that I 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.
- 5. In the event that I file a lawsuit against Larry Schenk and/or the Western Trails LLC, I agree to do so solely in the state of Maryland, and I further agree that the substantive law of Maryland shall apply in that action without regard to the conflict of law rules or that state. 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 effect.
- 6. I am aware that I will be held liable for any damages that should occur to the rental equipment or property while in my possession.

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 Larry Schenk and/or the Western Trails LLC on the basis of any claim from which I have released them herein.

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

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18) In consideration of _____ (print minor’s name) being permitted by Larry Schenk and/or the Western Trails LLC to participate in its activities and to use its equipment and facilities. I further agree to indemnify and hold harmless Larry Schenk and/or the Western Trails LLC from any and all claims in which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____ Date: _____

Print Name: _____

