



## Scouting America ASI ATV *RiderCourse*<sup>SM</sup> Waiver & Indemnification Agreement

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

### **ASI ATV *RiderCourse*<sup>SM</sup> Waiver & Indemnification Agreement**

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription, or non-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.

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#### **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, the owner of the training ATV, and the owner of the land upon which 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 OR INJURY, DAMAGE, OR DEATH that exist in my use of ATV's 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* participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the vehicles and equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the *RiderCourse* Providers or any other person. If I have brought an ATV to use in the ATV *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 injury, 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 PARTICIPATING IN THE ATV *RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

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#### **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, the owner of the training ATV, and the owner of the land upon which 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



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other damages which may arise out of my use of ATVs and ATV equipment or my participation in the ATV *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.

THE SIGNATURES ON THE ATTACHED FORMS INDICATE THAT THE PERSONS LISTED HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE ALL-TERRAIN VEHICLE ATV *RIDERCOURSE* WAIVER & INDEMNIFICATION AGREEMENT.

I have read and agree with the ATV *RiderCourse* Waiver & Indemnification Agreement. I certify the information entered below is true.

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ MI: \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Please print) (Required)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone: (     ) \_\_\_\_\_ Email: \_\_\_\_\_

Have you had any previous ATV experience?  YES or  NO

Student Signature (parent or guardian if under 18): \_\_\_\_\_