

# Alaska's Fresh Track's

## All Terrain Vehicle Wavier & Release of Liability.

I, \_\_\_\_\_ (Customer)  
(Print FIRST name) Print LAST name

Being over the age of 16, know that riding a 4-wheeler or other All Terrain Vehicle (ATV) including Side by Side, ATVs, is an activity carrying risks of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risk which independently or in combination with my actives may cause injury or even death to me or others, as well as property damage. I know that operating ATV's has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle itself as well as where and how they are operated.

Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, and in consideration for the enjoyment and experience of being able to rent and operate an ALL TERRAIN VEHICLE (ATV) in the Alaska wilderness, **I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE** in advance Alaska's Fresh Tracks, employees or agents of said companies, and any agent and or ticket seller from any and all liability, claim for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in the ATV riding activity arising out of this rental agreement, weather known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, weather they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH , CUSTOMERS RENTAL PARTICIPATION OR OPERATION OF SAID ATV.

This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital.. CUSTOMER FURTHER STATES THAT HE OR SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMERS CHARGR, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS.

### Initial

I, \_\_\_\_\_ I understand that ATV's are 4 wheeled gasoline powered vehicles which can achieve speeds of well over 30 miles per hour, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and or lose control, depending upon my operation, terrain, and or weather conditions. I AM AWARE THAT USE OF ATV's MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE, AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the ATV must at all times be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING;

- Only 1 person per Single Rider ATV, Only 2 persons per Double Rider ATV, Only 2 persons per Side by Side ATV.
- NO ONE UNDER 16 MAY DRIVE a single rider ATV or under 18 may drive a Side by Side ATV.
- NO riding without proper gear, including helmet, goggles and sturdy boots or shoes at all times.
- No wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATV's, stop and gunning the ATV or other reckless driving or operation at any time.
- No driving to fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
- No "side-hilling" to keep from turning over, you must go directly up and down all hills and embankments. Stay away from, or use extreme caution on or near, all public roads and vehicular traffic.
- No coasting downhill with transmission in neutral.
- No operation of the ATV outside designated areas and trails, stay on the established trail.
- No operation of the ATV close to any other vehicle or other ATV's except when directed to do so by the guide.
- No riding too closely behind other all terrain vehicles- keep at least four ATV lengths behind another ATV.
- No passing other ATV's in your group- stay in your assigned position at all times.

**NOTE; Violation of any of the above may result in immediate termination of ATV rental without any refund.**

2. \_\_\_\_\_ I warrant that both MYSELF and MY minor children (where applicable) must act responsibly and in a careful manner as mature adults in operating the ATV and state that I have no medical condition(s) or disabilities incompatible with the safe operation of an ATV. I acknowledge that NO ONE under the age of 16 may drive a single or double rider ATV or under the age of 18 to drive a Side by Side ATV under any circumstances.

3. \_\_\_\_\_ I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN ATV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (Legal or Illegal) OR ALCOHOL BY INITIALING THIS BOX, I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY, ANY DRUG AND OR ALCOHOL.

4. \_\_\_\_\_ I have had the opportunity to ask questions regarding the safe operation of any ATV

5. \_\_\_\_\_ I agree not to operate the ATV outside designated areas.

6. \_\_\_\_\_ I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE ATV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR. I further agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or other persons, objects, or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented ATV.

7. \_\_\_\_\_ I acknowledge that this ATV rental is optional, and is a voluntary activity undertaken by MYSELF.

8. \_\_\_\_\_ I acknowledge that before operating any ATV of Alaska's Fresh Tracks, I must demonstrate safe driving skills on a safety course, or during the first part of your tour. If you cannot pass this demonstration, we will refund your ATV tour monies, and take you back to the motor home. THIS RULE IS ENFORCED FOR THE SAFTY OF ALL PARTICIPANTS.

**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 Alaska's Fresh Tracks on the basis of any claim from which I have released Alaska's Fresh Tracks herein.**

**I have had the opportunity to read this entire two-page document. I have read and understood it and agree to be bound by its terms.**

\_\_\_\_\_

Customer's *Signature* Customers Printed Name Date of Birth

\_\_\_\_\_

Address Street City State Zip Country

\_\_\_\_\_

Cell Phone Home Phone E-Mail Address

\_\_\_\_\_

Date

**If customer is under age 18, Parent/Guardian must read and Sign Below;**

ALL DRIVERS must be age 16 or older, and in possession of a valid driver's license. All RIDERS under the age of 18 must also have **written permission** from parent or guardian to rent and drive an ATV. By signing below said parent or guardian hereby agrees to and approves the above WAIVER AND RELEASE OF LIABILITY on behalf of his/her under age 18 child-renter

\_\_\_\_\_

Parent or Guardians *Signature* Parent or Guardians Printed Name