

Waiver of Liability Release

Express Assumption of Risk and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the activities that are the subject of this rental agreement. The risks are inherent in All-Terrain Vehicle (ATV) activities; still other risks may arise from conditions, situations, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representations or advice by employees or representatives of Arnie's ATV, the State of California or any other person.

In consideration of being granted this rental agreement and the use of ATV equipment,

I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST ARNIE'S ATV AND AGAINST THE STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION (STATE) ARISING AS A RESULT OF MY PARTICIPATION IN THE ATV ACTIVITIES OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THIS RELEASE APPLIES EVEN IF ARNIE'S ATV, AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT. I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY ARNIE'S ATV, AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF ARNIE'S ATV AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the ATV activities, even if it occurs as a result of the negligence of Arnie's ATV and/or State of defects in equipment, (2) absolute and release Arnie's ATV and State from the consequences of their negligence, including without limit, rescue efforts, and defects of equipment, and (3) will protect, hold harmless, indemnify and defend Arnie's ATV and State against any legal actions or other claims for damages arising from my actions. **I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as ATV activities; I warrant that I possess these. I understand and agree that should emergency rescue evacuation become necessary, these expenses are my sole responsibility and not those of Arnie's ATV and/or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Arnie's ATV nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Arnie's ATV Rentals and State including, as applicable, their heirs, employees, officers, directors, and shareholders.

Name and Telephone of person to contact for emergencies: _____

Address _____

Signature of parent or guardian for participant under age of 18: _____

Signature _____ Printed Name _____

Signature _____ Printed Name _____

Signature _____ Printed Name _____

Signature _____ Printed Name _____