

## Waiver/ General Release

I ( Print Name ) \_\_\_\_\_, do understand that participation in the use and riding of an All Terrain Vehicle (ATV) can be unpredictable and at times may cause injuries and I am assuming any and all risk associated with my 100% voluntary participation into the riding and/or driving of an ATV.

I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death and severe social and economic losses which may result not only from my actions, but from the actions or inactions or negligence of others.

I also, on behalf of myself and my children, spouse, executors, successors and assigns, and or/heirs agrees to and hereby do release acquit and forever discharge Fresh Air Rentals LLP its owners, officers, managers, assigns, subcontractors, insurers and/or heirs from any and all claims, whether direct or indirect, fixed or contingent, known or unknown, that I may have by reason of any matter, act or thing related to my participation in the ATV ride, unless I specifically rescind this release in writing tendered to the staff at Fresh Aire Rentals prior to my participation in the ATV ride. If such a rescission is made by me, I understand that I may not participate in the ATV ride. My General Release specifically encompasses, but is not limited to, any and all local ordinance or state or federal statutes providing a cause of action of any kind. I specifically understand that I am releasing claims to damages of any kind including but not limited to, compensatory damages, attorneys' fees, liquidated damages, punitive damages, treble damages, civil penalties, costs, disbursements, and any other damages that could be awarded in connection with any city, state, or federal statute or ordinance.

My General Release specifically encompasses any common law claims grounded in contract or tort theories, including but not limited to: Assault, battery promissory estoppel, fraud; intentional or negligent misrepresentation; intentional or negligent infliction of emotional distress; negligent, breach of fiduciary duty; loss of consortium, and/or any personal injury theory or tort theory based on either

intentional or negligent conduct of any kind. I specifically understand that I am releasing claims to damages of any kind that might be awarded in connection with the claims including but not limited to, any compensatory damages, contract, damages, tort damages, punitive damages, medical costs, lost wages, attorneys' fees and costs or disbursements and any other damages that could be awarded in connection with any of these or any other common law claims.

I agree to follow the rules related to participating in this ATV ride. I agree that prior to participating I will inspect the area and any/all equipment and report any unsafe conditions to the Fresh Air Rentals staff or guide.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury that may be deemed appropriate. The release contained herein extends to any liability arising out of, or in anyway connected to, medical treatment or transportation provided in the event of an emergency

I am freely entering in to this agreement/ release and I have read and understand the above.

Date:\_\_\_\_\_ By (Signature)\_\_\_\_\_