

2020 ATV Conservation Tour
Muskingum Soil and Water Conservation District
USDA – NRCS

Muskingum County Commissioners

Waiver and Release of Liability

Agreement to Indemnify

I, _____, understand that the activities and use of an ATV can be dangerous depending on how they are used and involve a variety of risks, including by way of example, only and without limitation: tipping over, difficulty in steering, difficulty in stopping, crashing the ATV, fatigue, exhaustion and /or serious physical injury, including brain damage, paralysis or death.

1. **I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I AND/OR ATV MAY SUFFER WHILE PARTICIPATING IN THE ACTIVITIES.** I hereby undertake and agree, while using ATV and participating in the activities, to respect and comply with all applicable laws, rules and regulations governing the ATV, comply with directions and/or instructions given. I shall be responsible for all fines, penalties and property damage I may incur, personal injuries or property damage incurred by others as a result of my conduct when participating in the Activities.
2. I have familiarized myself with the laws applicable for use of an ATV. I agree to obey the rules and safety guidelines and acknowledge that such rules and safety guidelines apply to me in all cases.
3. I agree that I will not be under the influence of alcohol, drugs or anything that could impair my faculties and/or judgment while using an ATV or engaged in the Activities.
4. In consideration of the above, I, on the behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release, not to sue Muskingum Soil and Water Conservation District, Muskingum County and the Board of Commissioners, USDA-NRCS, and/or their employees, officers, volunteers, supervisors, representatives (Released Parties) of and from any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of any kind and character, known or unknown, existing or contingent, regarding, arising from, growing out of, or in any way related to the Activities, ATV, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts or omissions, or the negligence, acts or omissions of other third parties, or the Released parties, for any and all known and unknown personal injuries, death, disabilities, damages or intangible damages occurring at the time hereafter.
5. I hereby agree to indemnify, defend, and hold harmless the Released Parties against any and all claims, demands, actions, causes or action, liability, losses, damages, costs, expenses and reasonable attorney's fees, which Released Parties may incur in any way related to my conduct, use of ATV, or my participation in the Activities.
6. I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or trails. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities or trails.
7. This waiver/release contains the entire agreement between me and the Released Parties, and the terms of the release/waiver are contractual. This waiver/release may not be modified in any way. If any part of this waiver/release is determined to be invalid by law, all other parts of this waiver/release shall remain valid and enforceable. This waiver/release shall be governed by the laws of the state of Ohio.

8. Photography Release - I hereby authorize Muskingum Soil and Water Conservation District and USDA – NRCS, to publish photographs taken of me on the ATV Conservation Tour and my name and likeness, for use in print, online and video-based marketing materials, as well as any other publications.

I hereby release and hold harmless Muskingum Soil and Water Conservation District and USDA – NRCS from any reasonable expectation of privacy or confidentiality associated with the images specified above.

I hereby release Muskingum Soil and Water Conservation District and USDA – NRCS, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

Safety Checklist

- Before starting out: verify brake and throttle operation.
- Always operate at safe speeds considering the terrain, the visibility conditions, and your experience. Be prepared to stop or alter course in case of emergencies.
- Understand and respect the performance and operational characteristics of the ATV.
- Wear appropriate clothing and apparel.
- The United States Consumer Product Safety Commission has concluded that all ATV’s may present a risk of death or severe injury in certain circumstances.

I hereby acknowledge reading, understanding, and agreeing with the foregoing.

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| _____ Signature of Participant | _____ Date |
| _____ Print Name | _____ Print Address |
| | _____ Print City, State, Zip |
| _____ Signature of Parent/Guardian | _____ Date |
| _____ Print Name | |

The SWCD and NRCS prohibit discrimination in any program activity or employment on the basis of race, color, national origin, sex, religion, age, disability, retaliation, political beliefs, sexual orientation, marital or family status, or genetic information. Persons with disabilities who require alternative means of communication (Braille, large print, etc.) or who need special accommodations for meetings should contact the SWCD office at (740) 454-2027.