

Nevada Recreation inc.  
po. Box 1698

Crystal Bay, Nv. 89402  
775 741-0735

Date:

Name: Local Address  
Street: Phone:  
City, State,

NEVADA RECREATION  
RELEASE OF LIABILITY/ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

DRIVER'S LICENSE # \_\_\_\_\_

1. The undersigned hereby acknowledges that I have voluntarily entered into an agreement to rent, for recreational or business activities, one or several all terrain vehicle (ATV) with Nevada Recreation, Inc., hereinafter "Owner".

The undersigned party renting the Atvs or other equipment associated therewith shall fully inspect all equipment prior to its use. Owner shall be promptly advised of any defects in the equipment at which event Owner will supply equipment in good condition. The acceptance and use of said equipment will constitute acceptance of said equipment on a rental basis 'as is'. \_\_\_\_\_

The undersigned hereby acknowledges that Owner and its agents and employees have no control over the manner, use or condition of any road or terrain feature. In addition the undersigned hereby acknowledges that the undersigned is responsible for direction of travel, travel itinerary, traveling at safe speeds, and driving only on designated atv (OHV) roads and trails while in possession of the ATV's. \_\_\_\_\_

I, the undersigned, hereby acknowledge that I have voluntarily chosen rent all terrain vehicles from NEVADA RECREATION. I know and fully understand that all terrain vehicle riding, an outdoor activity is a dangerous and hazardous activity where serious accidents can occur and participants can die or sustain serious personal injuries, and/or property damage. I understand and acknowledge that all terrain vehicle riding, involves numerous hazards, exposures, and risks that can result in illness, personal injury, death, and property damage, including but not limited to, riding on different and carious courses, trails, roads, or untracked wilderness areas, riding on rough and uneven terrain, changing conditions, and variations in elevations; loss of control of the all terrain vehicle, falls from the all terrain vehicle, collision with other ATV's, participants, trees, rocks, and other man-made or natural obstacles, whether they are obvious or not obvious; exposure to the elements for extreme temperatures, inclement weather, encounters with animals and wildlife; and any mechanical and/or equipment problems, and accident or illness in the outdoors without medical facilities, physicians, or nurses.

I acknowledge that the basic operation of the all terrain vehicle I have rented has been explained and demonstrated. I also acknowledge that although NEVADA RECREATION, its agents and employees, may inspect the all terrain vehicle for any obvious problems and perform any repairs or adjustments as necessary, there exists no express or implied warranty or guarantee as to the all terrain vehicle for its fitness for any particular purpose or for any repairs by repairs by NEVADA RECREATION, its agents and employees. I hereby agree to release, discharge, and hold harmless NEVADA RECREATION, and all other parties and affiliates named herein from any act or omission of negligence or strict liability regarding the fitness of or repairs to the all terrain vehicle leased.

I attest and verify that I (or any person on whose behalf I am signing) am physically and mentally fit to participate in all terrain vehicle riding. I am aware that the all terrain vehicle riding activity I will be participation in may include travel into remote and wilderness areas. I am further aware that medical services and facilities may not be readily available or accessible during my participation in this all terrain vehicle riding activity. Therefore, I agree that if I do sustain any illness, physical injury, death, or property damage of any nature, I personally accept the responsibility for those consequences and do voluntarily agree to release, discharge, and hold harmless NEVADA RECREATION, all other parties and affiliates named herein from any and all liability regarding any negligent act or omission in obtaining and/or rendering, or failing

to obtain and/or render any first aid or any type of medical or emergency treatment. Should medical care and/or emergency evacuation become necessary, the expenses are the sole responsibility of th participant and not that of NEVADA RECREATION or all other parties and affiliates named herein.

I acknowledge, willingly and voluntarily assume any and all risks of illness, personal injury, death, and property damage involved in the activity of all terrain vehicle riding as my responsibility. I further acknowledge, willingly and voluntarily agree that the terms of this release shall serve as a complete and full release and discharge of any an all legal liability for negligence or any other acts as to Nevada Recreation , all other parties and affiliates named herein, and as an assumption of risk for myself ( or any minor's whose behalf I am signing this release) and my personal representatives, heirs, next of kin, spouse, members of my family and assigns.

In consideration for NEVADA RECREATION allowing me to rent all terrain vehicles , I voluntarily agree to release, discharge, defend, indemnify, and hold harmless NEVADA RECREATION, Washoe county, State of Nevada, United States Forest Service, and/or any other person upon whose land any activity may be conducted and any affiliate organizations and all respective owners, officers, members, agents and employees of the aboved-named parties, from any and all claims and/or lawsuits of liability for illness, personal or emotional injury, death, loss or damages are caused by th negligence, strict liability, breach of contract, or any other act or omission of Nevada Outdoor Recreation and/or all other parties and affiliated named herein, or by any acts of other participants, including myself or form any other cause. In signing this document, I fully recognize and understand if I (or any minor whose behalf I am signing this release) is hurt, dies, or property is damaged while all terrain vehicle riding, I am giving up my right to make a claim or file a lawsuit against Nevada Recreation and all other parties and affiliates maned herein, even if they negligently or by some other act or omission caused the injuries or damage.

Nevada Recreation reserves the right to accept or decline service to anyone. I understand and agree that I will be held responsible and pay for all damages and loss of income to the all terrain vehicle or property, done by myself, my family, including all minor children, and anyone else for whom I have rented a all terrain vehicle. I hereby agree to follow all rules, regulations, and instructions of Nevada Recreation and all other parties and affiliates named herein while participation in this all terrain vehicle riding activity. Reckless riding, failure to follow instructions, or tampering with the equipment will result in forfeiture of any remaining rental time.

I, the undersigned, am aware that motorsport activities involving atvs are hazardous activities, and I am voluntarily participating in these activities with full knowledge of the danger involved, and hereby agree to accept any and all risks of injury and death. (Please initial \_\_\_\_.)

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in the all terrain vehicle riding activity with Nevada Recreation, and sign this release on their behalf. In addition, I give Nevada Recreation, its agents, employees, and associates permission to treat said minor in cases of illness, injury, emergency, or accident.

I have carefully read this agreement and fully understand its content. I am aware that this is a release of liability and an assumption of risk contract between myself and all parties named above, and signed it of my own free will. (Please Initial \_\_\_\_.)

I am responsible for all equipment I have rented. I agree to pay for any and all damage, or replacement of any rental equipment not returned . (Please Initial \_\_\_\_.)

\_\_\_\_\_  
Rider

\_\_\_\_\_  
Payment