

## THE CLEAR FORK ADVENTURE RESORT INFORMED CONSENT / ASSUMPTION OF RISK / RELEASE AND INDEMNITY AGREEMENT

Specific Activity: \_\_\_\_\_

Specific Date(s): \_\_\_\_\_

In the interest of activities involving OHV, ATV, UTV, OMV, and APV's Northern Lights, LLC DBA Clear Fork Adventure Resort asks participants to carefully review this Agreement. For safety reasons, it is important that all participants consider and understand the risks associated with this activity. It is also important that after consideration of such risks those who choose to participate in the activity accept responsibility for the results of that participation including sole responsibility for personal injury, including death, and property loss and/or damage.

YOU MAY CHOOSE NOT TO PARTICIPATE IF YOU DECIDE THE LEVEL OF RISK IS TOO HIGH.

For and in consideration of being permitted to participate, I, the undersigned, for myself, my personal representatives, heirs, executors, assigns, and next of kin, do:

1. Understand and acknowledge that operating an OHV, ATV, UTV, OMV, and APV exposes one too many potential hazards, including the potential for severe injury and even death. Northern Lights, LLC DBA Clear Fork Adventure Resort and its staff strive to manage these risks but many risks are beyond our control. Participation in this activity is potentially hazardous and will expose the participant to above normal risks. Some of the potential dangers and risks include, but are not limited to, the following:

- Accidents, injury, or other problems resulting from operating an OHV, ATV, UTV, OMV, and APV.
- Unanticipated hazards resulting from changing or hidden course conditions.
- Injury or damage caused directly or indirectly by the operation of an OHV, ATV, UTV, OMV, and APV by persons other than the participant.
- Forces of nature including lightning, storms, wind, rain, snow, ice, cold, heat, or weather changes.

- Wounds and/or injuries to skin, organs, muscles, joints, and bones.
- Injuries inflicted by animals, plants, or other natural forces.
- Physical exertion associated with the activity that can cause fatigue, soreness, joint stiffness, and blisters.
- Exposure to natural and man-made fire.
- Problems due to defects in manufacturer's products or arising from the improper use of products.
- Problems associated with operating a powered vehicle

2. Acknowledge that the particular risks associated with this activity, including but not limited to, bodily injury (including permanent disability or death) have been satisfactorily explained to me. I willingly choose to participate in this activity after full consideration of the risks and dangers that may be associated with my participation, and I am solely responsible for that decision. While participating in this event, I understand that I am solely responsible for evaluating and determining the use and condition of the vehicle and equipment which I may use.

3. Acknowledge that Northern Lights, LLC DBA Clear Fork Adventure Resort does not carry medical insurance for the protection of participants involved in this activity and thus understand that I am responsible for providing my own medical insurance and for any medical costs due to personal injury incurred during the activity.

4. Acknowledge that participant, not Northern Lights, LLC DBA Clear Fork Adventure Resort, shall be solely responsible for any liability, damage, injury, loss, and damage or expense which participant may cause to other persons or property as a result of their participation in the activity.

5. Hereby indemnify, hold harmless, release, waive, discharge and covenant not to sue Northern Lights, LLC DBA Clear Fork Adventure Resort and its Board of Trustees, officers, employees, agents, programs and entities in both their personal and professional capacities, from and against any and all liability, or for any and all loss, damage or expense (including reasonable attorney's fees), and any claims, demands suits, or actions therefor, on account of bodily injury (including permanent disability or death) or damage to or loss of property sustained by the undersigned or the undersigned's personal representatives, heirs, executors, and next of kin, whether caused by simple or gross negligence. {00173255-1}

The undersigned is informed about and assumes the above named risks as well as other unnamed risks associated with this activity. I realize that Northern Lights, LLC DBA Clear Fork Adventure Resort and its staff cannot totally control these risks. I understand that I am responsible for my own decision-making and subsequent actions. I AGREE TO OBEY ALL ACTIVITY SAFETY POLICIES AND RULES.

The undersigned further grants to Northern Lights, LLC DBA Clear Fork Adventure Resort the right to use, for promotional or other purposes, any photographs taken of the participant during the activity.

The undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by applicable law and if any portion thereof is held invalid, that the balance will continue in full force and effect.

No oral representations, statements or inducements by either party apart from the above have been made. To the extent there is any conflict between any oral representations and those contained in this Agreement, the written statements contained in this Agreement control.

The undersigned has read and fully understands the above and freely and voluntarily signed this Agreement, realizing it relates to surrendering and releasing valuable legal rights including, among other things, the right to sue Northern Lights, LLC DBA Clear Fork Adventure Resort for injuries, damages, or losses that may be incurred by virtue of participation.

Print Participant Name:

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Participant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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If Participant is a Minor:

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of any defect

in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

The undersigned has read and fully understands the above and freely and voluntarily signed this Agreement, realizing it relates to surrendering and releasing valuable legal rights including, among other things, the right to sue Northern Lights, LLC DBA Clear Fork Adventure Resort for injuries, damages, or losses that may be incurred by virtue of participation.

The undersigned further grants to Northern Lights, LLC DBA Clear Fork Adventure Resort the right to use, for promotional or other purposes, any photographs taken of the participant during his or her participation in the activity.

Print Participant Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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