



## ATV Safety guide Training Course Waiver & Indemnification Agreement

### I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of the Indian ATV safety institute , including its members, employees, Instructors, officers and/or agents (the \"Safety Course Providers\"), providing this ATV Safety guide training / course , **I agree as follows:**

I fully understand and acknowledge that: (a) while this ATV safety guide (ASG) Course provides with me information to help me safely operate and guide customers to ride ATV safely, it is not a learn-to-drive course; (b) there are **DANGERS AND RISK OF INJURY, DAMAGE, OR DEATH** that exist in my use of ATVs; (c) my use of ATVs may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH**; (d) these risks and dangers may be caused by my or others. negligence; and may arise from foreseeable or unforeseeable causes; and (e) by participating in this ATV safety guide course, **I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the Safety Course Providers for any injuries, losses and/or damages arising from my use of ATVs**, including those caused solely or in part by the negligence of the Safety Course Providers, or any other person.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the Safety Course Providers for any and all injury, damage, or death I may suffer arising from my use of ATVs, including claims based on the Safety Course Providers' negligence.

**I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING I AGREE TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED SAFETY COURSE PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.** I have had the opportunity to ask any questions about the above waiver and release and I understand its terms and meaning.

### II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the ATV Safety Institute, including its members, employees, officers, Instructors, and/or agents (the \"Safety Course Providers\"), providing this ATV safety guide (ASG) Course, **I agree as follows:**

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Safety Course Providers from any and all claims, suits, or causes of action by others for bodily injury, property damage, or other damages which may arise out of my use of ATVs, including claims arising from the Safety Course Providers. or any other party's negligence.

**I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING I AGREE TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FROM CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED SAFETY COURSE PROVIDERS ARISING FROM MY USE OF ATVS.** I have had the opportunity to ask any questions about the indemnification and hold harmless section and I understand its terms and meaning.

Signature of the applicant .....