

**WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**This is a Waiver and Release of your legal rights, and an Agreement not to sue. Serious Injury or Death may result from participating in recreational activities.**

**In consideration of being permitted to participate in the recreational activity, and specifically including the riding of all terrain vehicles (ATV's), the undersigned (Releasor") executes this Waiver and Release of Liability and Indemnity Agreement ("Release) and hereby states and agrees as follows:**

Parent/Guardian's Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian Emergency Contact Name and Telephone Numbers:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

I am aware of the risks of injury and death inherent in recreational activities (including the operation of ATV's) and I acknowledge that I have read this entire Wavier and Release. I hereby expressly assume all risk associated with all such recreational activities.

I hereby release, waive and discharge Jerry and Tina Talsma and Trail's End Ranch (Talsma) of Avon, South Dakota, their employees, all other persons or entities acting on their behalf, and any landowners (including Annetta Talsma) or lessors allowing Talsma to use their land for recreational activities, including the operation of ATV's (referred to as "Releasees"), from all liability to me and my spouse, legal representatives, heirs, successors and assigns, for any and all loss, injury or damage, and any and all claims arising on account of injury to my person or property or my death while I am engaged in any recreational activity in any way operated, managed or coordinated by Talsma. I hereby waive my right to sue Talsma and the aforementioned landowner on account of injury to my person or property, or my death while engaging in recreational activities. I hereby agree to indemnify and hold harmless Releasees from any loss, liability, damage or cost they may incur due to my presence in, upon, or around property being used for the recreational activity for the purpose of or due to my participation in such activity. By signing this document, I agree and acknowledge that I

may be giving up important legal rights and remedies available to myself, my family, my heirs, successors and assigns.

I am aware that outdoor recreational activities involving the use of ATV's can be hazardous. I understand that I may sustain loss, damage or injury to person or property resulting from or in any way connected with transporting or use of equipment furnished by Talsma or their agents. I understand that the use of an ATV and related equipment furnished by Talsma constitutes an acceptance of said equipment on a lease basis "AS IS". I agree to pay for any damage done to said equipment or property of others.

If I fail to return any or all equipment used by me in the participation of the recreational activity, I agree to reimburse Talsma for the amount of replacement cost. If Talsma is required to search for property or equipment used by me in the participation of this activity due to irresponsible actions by me, I will pay for said search.

**I HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I FURTHER AGREE THAT NO ORAL STATEMENTS, REPRESENTATIONS OR INDUCEMENTS APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE TO ME TO OBTAIN MY CONSENT.**

\*\*This release shall be effective from \_\_\_\_\_ to 12-31-20\_\_\_\_.\*\*

Releasor/Participant's Signature: \_\_\_\_\_

Printed Name of Releasor: \_\_\_\_\_

If the Releasor/Participant is under age 18, the signature of Agreement by a Parent or Legal Guardian is also required:

Minor's Date of Birth: \_\_\_\_\_

Signature of Releasor/Participant's Parent or Legal Guardian: \_\_\_\_\_

Printed Name of Parent of Legal Guardian: \_\_\_\_\_

## Talsma's Trail Park Agreement

I/we understand that by signing this agreement I/we will follow all rules, sign waivers, and respect all property of Talsma's Trail Park. I/we will use caution at all times while on the Talsma's property. I/we understand this area is NOT a race track (reasonable speeds) and should consider other riders. I/we will pack out any and all garbage brought in and understand I/we are limited to ATV trails or designated play areas ONLY. If found off trails, not respecting others, the property or harassing of animals you will be asked to leave the park. I/we agree any damage I/we incur while at the park will be at my/our expense. If choose to camp at Talsma's Trail Park all guidelines above also apply. Talsma's Trail Park is not responsible for accidents or any lost or stolen property and understand I/we are riding at our own risk. Talsma's Trail Park has the right to refuse anyone.

The period of this agreement is for \_\_\_\_\_ to 12-31-\_\_\_\_\_.

Signature \_\_\_\_\_

Thank you for your interest in our park. We hope you enjoy your ride and see you again and again.

Talsma's Trail Park