

A.T.V. Program

Rider Rules Agreement

Rules

- Safety equipment must be worn at ALL times while operating an A.T.V.
 - Helmet, goggles, gloves, long pants, over ankle boots, long sleeve shirt
- NO A.T.V.'s are permitted in Downtown Camp
- A.T.V.'s are never to be ridden on blacktop surfaces
- NO PASSING at any Time
- NO Racing, Jumping or reckless operation will be tolerated
- A.T.V.'s will be fueled at the end of program time by Adventure Camp Staff members. Oil must be checked prior to use and logged into A.T.V. maintenance log book
- A.T.V.'s must stay on designated A.T.V. trails
- ALL participants must be a minimum age of 14, and in possession of a valid state Driver's License or State issued ID card and a completed release form on file
- ALL A.T.V. keys will be secured at the end of Program by Adventure Camp Director
- ALL rider gear is to be cleaned and stored properly in A.T.V. Shed
- ALL incidents, Close calls or accidents will be documented
- ALL A.T.V.'s are to be cleaned at the end of program by the rider
- NO personal A.T.V.'s will be used in the X-Treme Power-sports program
- ALL personal riding gear must be inspected by XP Director, prior to use
- ALL policies and procedures of the Boy Scouts of America, Central Florida Council, Camp La-No-Che and the A.T.V. Training Institute will be followed, to include all Federal, state and local laws as they pertain to the operation, maintenance and required safety equipment of an A.T.V.

I _____, have read and understand the above rules. If at any time I violate such rules, I understand that I will be removed from the A.T.V. Program, and any future considerations of participating in the A.T.V. Program at Camp La-No-Che.

Print Participant's Name: _____ Date: _____

Participant's Signature: _____ Date: _____

Print Parent/Guardian's Name: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Home Phone #: _____

E-mail Address for Survey Purpose only: _____

ATV Director: _____

Camp Director: _____

**Camp La-No-Che
A.T.V. Program
Participation and Hold Harmless Agreement**

Camp La-No-Che (Central Florida Council) will be conducting a program for A.T.V.'s during 2015. This program is conducted under the approval of the Boy Scouts of America. Scouts will be instructed how to ride and drive the A.T.V. Scouts will be taught A.T.V. safety, drive on the training course, and then on the trails on Camp La-No-Che property. Scouts will be on the unit individually and in control of the power and brakes. Scouts will be required to wear a helmet, goggles, gloves, over the ankle boots, long sleeve shirts and long pants. Scouts are expected to abide by all safety rules and the instructions of the Camp Instructor(s).

I, the undersigned, give my child, _____, permission to participate in this program. I understand that participation in the activity involves a certain degree of risk. I have carefully considered the risk involved and have given consent for my child to participate in the activity. I understand that participation in the activity is entirely voluntary and requires participants to abide by the rules and standards of conduct. I release the Boy Scouts of America, the local council, the activity coordinators and all employees, volunteers, related parties or other organizations associated with the activity from any and all claims or liability arising out of this participation.

For safety, my child and I agree that he/she will do the following or he/she will be removed from the program. Because space is limited, any additional cost associated with participation in this program will not be refunded.

1. Complete the A.T.V. Safety Class taught at Camp La-No-Che.
2. Wear all safety gear at all times on or around the equipment.
3. Follow all the safety rules provided in the training class.
4. Follow the instructions of the Camp Staff Instructor(s).
5. Maintain control of the A.T.V. at all times and remain within the speed determined by the Camp Instructor(s).
6. Is 14 years of age as of the start of the class and will be in full compliance with all local state and federal guidelines, including age restrictions and original equipment manufacturer standards.
7. Will respond to the camp satisfaction survey from the Boy Scouts of America to help in the evaluation of the program.

Participant's Signature _____ Date: _____

Parent/Guardian Signature _____ Date: _____

Parent/Guardian Print Name _____ Date: _____

Home Phone _____ Cell _____ Date: _____

Email address for survey purposes only: _____



Boy Scouts ASI ATV *RiderCourse*SM Waiver & Indemnification Agreement

IMPORTANT INFORMATION – YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

ASI ATV *RiderCourse*SM Waiver & Indemnification Agreement

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription, or non-prescription drugs that could impair his/her performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian.

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

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the *RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV *RiderCourse*, I agree as follows:

I fully understand and acknowledge that: (a) there are DANGERS AND RISKS OR INJURY, DAMAGE, OR DEATH that exist in my use of ATV's and ATV equipment and my participation in the ATV *RiderCourse* activities; (b) my participation in such activities and/or use of such equipment 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; (c) these risks and dangers may be caused by the negligence of the *RiderCourse* participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the vehicles and equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the *RiderCourse* Providers or any other person. If I have brought at ATV to use in the ATV *RiderCourse*, I also agree that this release applies to any damage that occurs to the ATV during the ATV *RiderCourse*.

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 *RiderCourse* Providers for any and all injury, damage, or death I may suffer arising from my participation in the ATV *RiderCourse*, including claims based on the *RiderCourse* Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED *RIDERCOURSE* PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ARISING FROM PARTICIPATING IN THE ATV *RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand it's terms and meaning.

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

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the "*RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV *RiderCourse*, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the *RiderCourse* Providers from any and all claims, suits, or causes of action for bodily injury, property damage, or



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other damages which may arise out of my use of ATVs and ATV equipment or my participation in the ATV *RiderCourse* activities, including claims arising from the *RiderCourse* Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED *RIDERCOURSE* PROVIDERS ARISING FROM MY PARTICIPATION IN THE ATV *RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

THE SIGNATURES ON THE ATTACHED FORMS INDICATE THAT THE PERSONS LISTED HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE ALL-TERRAIN VEHICLE ATV *RIDERCOURSE* WAIVER & INDEMNIFICATION AGREEMENT.

I have read and agree with the ATV *RiderCourse* Waiver & Indemnification Agreement. I certify the information entered below is true.

Last Name: _____ First: _____ MI: _____ Date of Birth: ____ / ____ / ____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Phone: () _____ Email: _____ Sex: M F

Have you had any previous ATV experience? (circle) YES or NO

Student Signature (parent or guardian if under 18): _____

ASI/SVIA WAIVER AND GENERAL RELEASE OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

The ATV Safety Institute (“ASI”), the Specialty Vehicle Institute of America (“SVIA”), the training sponsor, the owner of the training ATV and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the “Released Parties”) cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in this ATV Safety Course, other ASI/SVIA-related training activities, or utilizing the Released Parties’ services or premises (collectively, “Training Activities”). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Training Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in Training Activities. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Training Activities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in Training Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

OTHER TERMS: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which Training Activities are conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____

Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: _____

Date: _____

Name (printed): _____