

Longhorn Council ATV Program

Participation and Hold Harmless Agreement

Longhorn Council Scouting America will be conducting a program for ATVs during 2027. This program is conducted under the approval of the Scouting America. Scouts will be instructed how to ride and drive the ATV. Scouts will be taught ATV safety, drive on the training course, and then on the trails on Longhorn Council 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 Instructors.

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 Scouting 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:

1. Complete the ATV Safety Class taught at Longhorn Council Camps.
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 ATV 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.

Participant's Signature _____ Date: _____

Parent/Guardian Signature _____ Date: _____
(if under 18)

Parent/Guardian Print Name _____ Date: _____

Home Phone _____ Cell _____



Scouting America 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 an 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): _____