

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY,  
AGREEMENT TO PAY REPAIR COSTS,  
RELEASE OF LIABILITY AND INDEMNIFICATION,**

**NOTICE:** BEFORE BEING PERMITTED TO PARTICIPATE IN THE ATV RIDES, YOU MUST READ AND UNDERSTAND THIS AGREEMENT AND SIGN BELOW. NO MINOR UNDER THE AGE OF 18 YEARS WILL BE ALLOWED TO PARTICIPATE UNLESS THEIR NATURAL PARENT OR OTHER LEGAL GUARDIAN AGREES TO THE TERMS HEREIN AND SIGNS ON THE MINOR'S BEHALF.

**WARNING:** RIDING ALL TERRAIN VEHICLES, SOMETIMES KNOWN AS "ATV," "UTV", "QUAD," OR "FOUR WHEELER," IN AN INHERENTLY DANGEROUS ACTIVITY INVOLVING SIGNIFICANT ELEMENTS OF RISK INCLUDING, BUT NOT LIMITED TO, SERIOUS BODY INJURY, PERMANENT TRAMA, PARALYSIS, AND EVEN DEATH.

**ACKNOWLEDGMENT OF RISKS:** By signing this acknowledgment, I understand that the following describes some, but not all, of the ways which I, or if I am signing on behalf of a minor, my Minor Child, may be so injured: (1) ATVs are known to rear backwards, tip over, or otherwise go out of control if revved or otherwise accelerated quickly; (2) ATVs may roll over if operated on steep grades; and (3) ATVs are inherently dangerous when operated at high speeds.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY; AGREEMENT TO PAY REPAIR COSTS:**

- (1) I agree that I will not, and if signing for a Minor Child will prevent him or her from: revving or otherwise quickly or improperly accelerating an ATV, operating the ATV on a steep grade, and operating at ATV at a high rate of speed.
- (2) I agree that I, and if signing for a Minor Child will assure that he or she, will operate the ATV in a safe manner and strictly according to instructions given by the tour guide.
- (3) I am aware that this activity entails of risk and injury, paralysis, or death to me and to any Minor Child for whom I am signing, for which risks I am responsible. I agree to fully assume responsibility for the risks identified herein as well as those risks not specifically identified. I assume full responsibility for the risks of personal injury to me, and if signing for a Minor Child, to my Minor Child of every type and degree. I elect to participate and if signing for a Minor Child, allow my Minor Child to participate in spite of the risks.
- (4) I will not participate, and if signing for a Minor Child will not allow my Minor Child to participate without wearing a helmet.
- (5) I agree to pay for all costs of all repairs of damages to all ATVs provided to me and all Minor Children for whom I am signing. All repairs shall be made using new original manufacturers equipment at dealer's retail costs. I also agree to pay to Ruby's Inn the sum of \$50 per day per ATV for each day the ATV is not operational (14-day minimum). I acknowledge that hourly repair rates are commonly \$85 per hour or more, and that repair costs of damaged ATV's frequently exceed \$2,500.

[You must also read and sign page 2.]

**RELEASE AND INDEMNIFICATION:** In consideration for me and/or my Minor Child being allowed to participate in the ATV rides, I, for myself and/or my Minor Child and our heirs, assigns and personal representatives, do hereby covenant not to sue and release:

**RUBY'S INN, INC., D.B.A.  
RUBY'S ATV RIDES**

It's principles, shareholders, directors, officers, agents, employees, and volunteers (collectively called "Releases") from all liability and waive any claim for damage arising from any cause whatsoever, including Releases' own negligence, regardless of whether such negligence is the partial or sole cause of any injury, damage or death, including damage to property. I also agree to protect, indemnify, and save Releases harmless of all claims, demands and causes of action of every kind and character arising in my and in my Minor Child's favor for whom I sign, or in favor of our heirs, assigns, personal representatives and estates on account of any injuries I or my Minor Child may suffer, including my and my Minor Child's death.

**I HAVE READ, UNDERSTAND, AND ACCEPTED THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MY MINOR CHILD, ME, AND OUR HEIRS, ASSIGNS PERSONAL REPRESENTATIVES AND ESTATES.**

**SEVERABILITY:** If any provision of this agreement is found to be unenforceable by a court of competent jurisdiction or an arbitrator or panel of arbitrators, all other provisions shall remain in full force and effect.

FOR MYSELF AND FOR ANY MINOR CHILDREN LISTED BELOW:

Name (printed)	Signature	Date
_____	_____	_____

Name(s) of Minor Child/Children I am signing for  
\_\_\_\_\_  
\_\_\_\_\_

My Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Tel. No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

In case of emergency notify: \_\_\_\_\_ Tel. No. \_\_\_\_\_  
(OPTIONAL)  
Insurance Company: \_\_\_\_\_  
Insurance Policy #: \_\_\_\_\_ Tel. No. \_\_\_\_\_