

ADULT WAIVER

In consideration of the opportunity to rent the Vehicle from Big Rock Rental LLC (BRR), as described in the Rental Agreement, I, for myself, my representatives, heirs, and next of kin, acknowledge, agree, and represent to the following Waiver and Release of Liability (Waiver):

1. **I ASSUME THE RISKS.** I acknowledge that the operation or riding on off-road Vehicles, or participation in activities related to the operation or riding of the same (Activity or Activities) can constitute a dangerous activity and entails known and unanticipated risks that could cause physical or emotional injury, paralysis, death, or damage to myself, property, or third parties. I acknowledge and agree that such Risks cannot be eliminated without jeopardizing the essential qualities of the activity. Such Risks include, among other things: *the possibility of rough terrain; operators or riders can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that operators or riders could be injured if they come into contact with other operators, riders, or equipment; injuries can be sustained from the trail, equipment, or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs, branches, or rocks; major injuries at risk are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the negligence of other operators, riders, or persons who may be present; further, operators or riders can be thrown off the vehicles which can result in any of the above events occurring; accidents involving other vehicles, UTV's; collision with fixed or movable objects; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in or out.* Further, I recognize that physical exertion may be involved in participation in these Activities. I attest and certify that I am physically fit to participate safely, and I have not been advised otherwise by a health care professional. I expressly agree these Risks are present.

I accept and assume all the Risks related to participation in the Activity. My participation is purely voluntary, and I wish to participate despite the Risks.

2. **I WILL FOLLOW THE RULES.** Further, I have been supplied, read, and agree to abide by all safety and operation rules. I agree to wear properly fitting safety equipment while participating. I have and will continue to inspect the BRR Vehicle I have rented or am riding on. Upon such inspection, I have found the Vehicle as being safe and reasonably suited for my use. I further agree and warrant that, if at any time, I feel unsafe during the use of the Vehicle, I will notify BRR immediately.

3. **I RELEASE BRR.** I hereby voluntarily release, forever discharge, and hold harmless BRR, its officers, directors, employees, agents, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else, as between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Activities, including those sustained on BRR property or elsewhere.

4. **I WILL INDEMNIFY BRR.** Should BRR or anyone acting on their behalf be required to defend themselves against any claim or demand or incur attorney's fees and costs to enforce this Waiver, any other Waiver, the Rental Agreement, or any other attending document, I agree to indemnify and hold them harmless for all such fees and costs and pay actual attorney fees arising from such enforcement or defense.

5. **THIS IS THE ENTIRE AGREEMENT AND IS BINDING.** This Waiver, the Rental Agreement, and all attending documents, contain the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Waiver shall be effective unless made in writing and signed by the party to be charged. This Waiver shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate. I hereby expressly agree that if any portion of this Waiver is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect

6. **MICHIGAN LAW.** I hereby expressly agree that (1) this Waiver shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of law's provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Waiver shall be conducted only in the federal or state courts located in the Western District of Michigan or Charlevoix County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

I warrant that I have read and understand that this Waiver involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in these Activities.

PRINT NAME: _____

PHONE NO.: _____

ADDRESS: _____

CITY, STATE ZIP: _____

SIGNATURE: _____

DATE: _____