

## MINOR WAIVER

In consideration of the named (below) Minor's opportunity to participate in any Activities with any Vehicle from Big Rock Rental LLC (BRR), as described in the Rental Agreement, I/we, the parent, or legal guardian (Parent), for the Minor, Minor's personal representatives, Minor's heirs, and Minor's next of kin, authorize, acknowledge, agree, and represent to the following Parental Consent, Waiver, and Release of Liability (Waiver):

**Name of Child:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

1. **PARENT AND MINOR ASSUME THE RISKS.** The Parent and Minor 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. The Parent and Minor 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, the Parent and Minor recognize that physical exertion may be involved in participation in these Activities, and attest and certify that Minor is physically fit to participate safely, and Minor has not been advised otherwise by a healthcare professional. Parent and Minor expressly agree these Risks are present.

**Parents, on behalf of Minor, and Minor, to the extent Minor is capable of doing so, accept and assume ALL of the Risks related to participation in the Activity. Minor's participation is purely voluntary, and Minor wishes and Parent authorizes Minor's participation, despite the Risks.**

2. **PARENT AND MINOR WILL FOLLOW THE RULES.** Further, Parent and Minor have been supplied, read, and agree to abide by all safety and operation rules. Parent and Minor agree Minor will wear properly fitting safety equipment while participating. Parent and Minor have and will continue to inspect the BRR Vehicle Minor is riding on. Upon such inspection, Parent and Minor have found the Vehicle as being safe and reasonably suited for use. Parent and Minor further agree and warrant that, if at any time, Parent or Minor feels unsafe during Activities, either Parent or Minor will notify BRR immediately.

3. **PARENT AND MINOR RELEASE BRR.** The Parent and Minor 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 the Releasees. Parent certifies that Parent and Minor have adequate insurance to cover any injury or damage Minor may cause or suffer while participating, or else, as between each of the Releasees and Parent and Minor, Parent will be solely responsible for any and all medical and related bills that Parent or Minor may incur because of any injury, as well as costs related to loss or damage to Parent or Minor's property, that Parent or Minor may sustain as a result of Minor's participation in the Activities, including those sustained on BRR property or elsewhere.

4. **PARENT AND MINOR 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, Parent agrees 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 Parent or Minor's estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on Parent or Minor's behalf or on behalf of Parent or Minor's estate. Parent and Minor 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.** Parent and Minor 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, Parent and Minor expressly submit to the jurisdiction of such courts.

It is understood by Parent and Minor that Minor is participating AT THEIR OWN RISK and that Parent, as the parent, custodial parent if divorced, or legal guardian, have FULL LEGAL AUTHORITY to execute this Waiver, which is required to be properly executed by Parent prior to the Minor participating.

Parent and Minor both warrant that Parent and Minor have both read and understand that this Waiver involves Parent and Minor's waiver and release of significant rights and Parent and Minor's assumption of significant indemnification responsibilities in participating in these Activities.

**THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND DOES SO VOLUNTARILY WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.**

\_\_\_\_\_ (initials) I represent that I have legal custody or am the parent/guardian of Minor.

PRINT NAME:  
(parent/legal custodian) \_\_\_\_\_  
DRIVERS LICENSE NO.:  
(parent/legal custodian) \_\_\_\_\_

SIGNATURE:  
(parent/legal custodian) \_\_\_\_\_  
DATE: \_\_\_\_\_

**THE PARENT OR GUARDIAN IS REQUIRED TO SUPPLY A COPY OF THEIR DRIVER'S LICENSE WITH THE COMPLETED FORM**

PHONE NO.:  
(parent/legal custodian) \_\_\_\_\_

EMERGENCY  
CONTACT NAME: \_\_\_\_\_

EMERGENCY  
CONTACT PHONE: \_\_\_\_\_

(For office use only)

RECEIVED BY: \_\_\_\_\_

WITNESS: BRR Representative