



UTV TOUR RELEASE OF LIABILITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. This UTV Tour of Release of Liability Agreement (“Agreement”) is a legally binding agreement. By signing this Agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against Barry’s UTV Adventures, LLC, and its owners, agents, officers, and employees (collectively, Barry’s UTV Adventures, LLC) arising out of or relating to your participation in any activities with Barry’s UTV Adventures LLC (the “Activities”).

(Participants over 18 years or Parent or Guardian if participant is under 18 must initial and sign this Agreement)

In consideration of Barry’s UTV Adventures LLC providing adventure guide activities, I agree as follows:

I fully understand and acknowledge that risks and dangers exist in my use of motorized off-road vehicles and my participation in the Activities whether on or off-road may result in injury, including but not limited to body injury, fractures, partial and/or total paralysis, eye injury, blindness, death, or other injuries that could result in disability. These risks and dangers may be caused by my own negligence, by the negligence of others, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and by my participation in these Activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of myself, Barry’s UTV Adventures, LLC, or other participants in the Activities. **(Initial here: EM)**

Being fully aware of the risks, conditions and hazards of the Activities, and in consideration for the enjoyment and experience of being able to participate in the Activities, I HEREBY AGREE TO WAIVE, RELEASE, HOLD HARMLESS, AND DISCHARGE in advance and release Barry’s UTV Adventures LLC from any and all liability, claims for damages for death, personal injury or property damage, which I may have or which may hereafter accrue to me as a result of my participation in the Activities, whether known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, THE ACTIVITIES. **(Initial here: EM)**

I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE A UTV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL. I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY ANY DRUG AND/OR ALCOHOL. I understand that Barry’s UTV Adventures, LLC reserves the right to refuse service to me for any reason including but not limited to being under the influence of drugs or alcohol, reckless behavior or for not following the rules as outlined by the tour guide and the safety briefing. **(Initial here: EM)**

I understand that UTVs are four-wheeled gasoline powered vehicles which can achieve high speeds, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. **(Initial here: EM)**

I AM AWARE THAT USE OF UTVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the UTV must, at all times, be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb, or property. **(Initial here: EM)**

I also acknowledge and agree that:

- NO ONE without a valid driver's license may operate a UTV.
- NO ONE UNDER 18 MAY DRIVE a UTV.
- NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or UTVs, stop and gunning the UTV, or other reckless driving or operation at any time.
- NO driving too fast for the conditions, visibility, or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
- USE extreme caution on or near all public roads and vehicular traffic.
- NO operation of the UTV outside designated areas and trails – stay on the established trail.
- NO operation of the UTV close to any other vehicle or other UTVs except when directed to do so by the guide.
- Helmets will be provided and are required to be worn at all times.
- Seatbelts must be always worn.
- The driver should hold onto the steering wheel, and the passengers should hold the grab bars at all times to keep arms and hands safe if the UTV tips or rolls over. Do not remove your hands until the UTV comes to a complete stop. Keep hands and arms inside the vehicle at all times.
- Always follow directly behind the guide, never venture off on your own.
- Never try to pass.
- Keep a safe distance between UTVs at all times.
- When climbing or descending hills, let the UTV in front of you make it all the way up or down before following.
- Always check your brakes before starting down a long, or steep incline.
- If the guide determines you are breaking the rules, you will forfeit the rest of your tour and be taken back to the launch area.
- Stop immediately if you feel or hear anything wrong with the UTV you are driving. The guide will come back to assess the situation and call for a replacement vehicle if necessary.
- Stop the UTV and wait if you lose sight of the vehicle in front of you. The tour guide will come back to get you.
- Wait for the guide to assist if you get stuck or are uncomfortable with your ability to navigate any part of the trail. The guide will assist you or will navigate that section of the trail for you.

NOTE: Violation of any of the above may result in immediate termination of your UTV tour without ANY refund.

I acknowledge that if anyone is hurt or property is damaged during my participation in the Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against Barry's UTV Adventures, LLC on the basis of any claim from which I have released Barry's UTV Adventures, LLC herein. I have had the opportunity to read this entire three-page document. I have read and understood it and agree to be bound by its terms. (Initial here: EM)

I grant permission for Barry's UTV Adventures LLC to take and use visual/audio images of me. Visual/audio images are any type of recording, including but not limited to photographs, digital images, drawings, rendering, voices, sounds, video recordings, audio clips or accompanying written descriptions. I agree that Barry's UTV Adventures LLC owns the images and all rights related to them. The images may be used in any manner or media without notifying me, in websites, publications, promotions, promotions, broadcasts, communications, advertisements posters, and video clips. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them, or to be compensated for them. (Initial here: EM)



I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE BARRY'S UTV ADVENTURES LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. This Agreement contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital. (Initial here: LM)

I FURTHER STATE THAT I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED THE AGREEMENT OF MY OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN MY CHARGE, AND, IN SO DOING, ACKNOWLEDGE AND AGREE TO ABIDE BY THE EXPRESS TERMS AND CONDITIONS IN THIS AGREEMENT.

Participant's Name Leighanne Moreland Participant's Signature Leighanne Moreland

Age 26 Birth date 11/03/1994 Today's Date 4/19/21 06:50 PDT

Address 6033 Amber Forest Drive City Hixson State TN Zip Code 37343

IF DRIVING > Driver's License # 135511625 State Licensed Tennessee

Emergency Contact Name Nancy Moreland Emergency Contact Phone # 4232401797

Email Address Leighannemland4397@gmail.com

How did you find out about us? Research

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (IF PARTICIPANT IS UNDER 18)

In consideration of the above-named participant ("Minor"), I give my permission to participate in the Activities. I further agree to indemnify and hold harmless Barry's UTV Adventures LLC from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name (Print) Leighanne Moreland

Signature Leighanne Moreland