SUNBURST ADVENTURES
SUNBURST STABLES

3181 Hwy. 255
Clarkesville, GA 30523

ATV RIDING Activity Liability Release

Read Before Signing

NOTE: This form must be read and signed before the participant is allowed to take part in any ATV RIDING event or activity. All entries must be legible.

PARTICIPANT'S NAME _____ **DATE OF BIRTH** _____
(please print)

In CONSIDERATION of being permitted to participate in any way with the sport and activities of ATV RIDING while at Sunburst Stables, I acknowledge, appreciate and agree that:

1. The risk of injury from the activity involved in **ATV RIDING** is significant, including the potential for permanent disability and death, and while particular protective equipment and personal discipline will minimize this risk, the risk of serious injury does exist. Helmets must be worn at all times. Sunburst is a ride at your own risk facility.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE of the person released from liability below, and assume full responsibility for my participation; and

3. I understand that the activities of **ATV RIDING** are physically and mentally intense. I understand the rules and will comply with all the rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will bring such to the attention of the nearest official as soon as practical; and

4. I, myself, and on the behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS SUNBURST STABLES, the owners and lessors of the premises used to conduct the **ATV RIDING** activities, their officers, agents and/or employees ("releases"), WITH RESPECT TO ANY AND OTHER INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY NEGLIGENCE OR THE RELEASEES OR OTHERWISE, except that which is the result of negligence and/or wanton misconduct.

5. I understand and agree that this Liability Agreement covers each and every **ATV RIDING** activity and event in which I participate at the premises of Sunburst Stables from this date forward.

6. I release all photos taken of me while on the premises of Sunburst Stables. I understand that they may be used in official marketing and/or park illustrations.

7. I agree to pay repair costs for any damage to the **ATV** covered by this rental agreement.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTIONS OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

X_____ _____

PARTICIPANT'S SIGNATURE DATE SIGNED

_____ _____ _____

ADDRESS CITY, STATE ZIP

FOR PARTICIPANTS UNDER AGE 18, PARENT OR GUARDIAN MUST APPEAR IN PERSON, READ THIS FORM, AND SIGN BELOW:

This is to certify that I, as parent/guardian with legal responsibility, do consent and agree not only to his/her release of Sunburst Stables and all other Releasees, but also release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns and next of kin.

X_____ _____

PARENT/GUARDIAN'S SIGNATURE DATE SIGNED

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EMERGENCY PHONE NUMBERS