

TILTON ATV PARK

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION

In consideration of the services of the Village of Tilton, Illinois, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “the Village”), I hereby agree to release, indemnify, and discharge the Village, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that riding an ATV and using the Tilton ATV Park entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I acknowledge that use of the Tilton ATV Park constitutes a hazardous recreational activity.

The risks include, among other things: There is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; the machine itself may fail; and slips and falls are always a possibility.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Village from all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the Village’s ATV Park.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE VILLAGE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED FROM USE OF THE TILTON ATV PARK.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE IN PERMITTED BY LAW.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY.

I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. ADDITIONALLY, I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITION THAT WILL PUT ME AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES AS HEREIN DESCRIBED.

PARTICIPANT SIGNATURE

DATE SIGNED

PLEASE PRINT NAME MUST BE LEGIBLE

DATE OF BIRTH

ADDRESS

CITY, STATE

ZIP CODE

DAYTIME PHONE

EVENING PHONE

EMAIL

I HAVE RECEIVED A COPY OF THE TILTON ATV PARK RULES AND AGREE TO ABIDE BY THEM:
_____ (INITIALS).

INSURANCE COMPANY

POLICY #

EXPIRATION DATE

DRIVER LICENSE NUMBER

STATE

EMERGENCY CONTACT NAME

NUMBER

ATV REGISTRATION STATE

NUMBER

VEHICLE/MACHINE MAKE (WHAT YOU ARE USING IN THE PARK)