

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Scoot Tahoe 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 "ST"), I hereby agree to release, indemnify, and discharge ST, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in moped and scooter riding activities 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.

**The risks include, among other things:** accidents involving other bicycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; the negligence of other operators of motor vehicles or myself; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; the condition of roads, terrain, or highways and accidents connected with their use; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ST employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless ST from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of ST's equipment or facilities, **including any such claims which allege negligent acts or omissions of ST.**
4. Should ST or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against ST, I agree to do so solely in the state of Nevada, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against ST on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

## **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by ST to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ST 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: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Scoot Tahoe, (hereinafter collectively referred to as "ST"), that we should purchase and/or wear a properly fitted and secured DOT or SNELL certified helmet while riding or being around Scooter's (whether on the premises of ST or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of ST, the guide/instructor, numerous court cases and ST's insurance company, we are refusing this critical safety precaution.

**SIGNER STATEMENT OF AWARENESS**

**I/we the undersigned have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.**

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Signature of rider (spouse must sign for themselves) Date

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Signature of parent, guardian and or spouse      Name of additional minor(s) rider(s)      Date