

Lakeside Adventures and Rentals, LLC Participation Agreement

PLEASE READ, UNDERSTAND, AND INITIAL ALL SPACES BELOW BEFORE SIGNING. IT IS YOUR RESPONSIBILITY TO CAREFULLY READ THIS PARTICIPATION AGREEMENT (“AGREEMENT”). THIS AGREEMENT LIMITS LIABILITY FOR LAKESIDE ADVENTURES AND RENTALS, LLC, INCLUDING ITS EMPLOYEES, AGENTS, OWNERS, OFFICERS, DIRECTORS, PRINCIPLES, MEMBERS, VOLUNTEERS, INDEPENDENT CONTRACTORS, LANDLORDS, FACILITY OPERATORS, AFFILIATES, SUBSIDIARIES, AND ANY ENTITIES ACTING ON BEHALF OF LAKESIDE ADVENTURE AND RENTALS, LLC (COLLECTIVELY “LAKESIDE”), AND ADDRESSES IMPORTANT LEGAL OBLIGATIONS AND CUSTOMER WAIVERS RELATED OR ARISING FROM ACTIVITIES CONTEMPLATED BY THIS AGREEMENT (“ACTIVITIES” as contemplated and supplemented below).

By entering into this Agreement, I acknowledge that the Activities can be inherently dangerous and can lead to injury, paralysis, or death that cannot always be prevented or avoided even by the exercise of reasonable care.

In consideration of being allowed to participate in Activities, including but not limited to ATV/Motorcycle/UTV trail riding, or use of any motorized or other recreational activities herein (collectively “**Activities**”), I, on behalf of myself, and/or on behalf of my spouse, partner, and/or my minor child(ren)/wards, my and their heirs, assigns and personal representatives, and all others, I hereby agree to forever release, indemnify, and discharge Lakeside on behalf of myself, my spouse, partner, my child(ren), my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities who could in any way represent me or act on my or their behalf as follows:

(1) Certification: I certify that I and/or my child(ren)/ward(s) am/are: (i) physically able to participate in Activities without aid or assistance; (ii) not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the Activities; and (iii) have not been advised against participating in the Activities by a health professional; (iv) willing to assume the risk of injury or death caused or aggravated by any medical or physical condition that I may have; (v) solely responsible to determine whether I/we are sufficiently fit and healthy enough to participate in the Activities; and (vi) if I making this certification on behalf of another - I have explained the terms of this Agreement and that failure to follow the terms of this Agreement can result in serious injury and/or death, as well as the expulsion.

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(2) Activity Rules: I am responsible for adhering to the rules discussed below, as well as all rules posted or provided to me by Lakeside (collectively “**Rules**”). I am responsible for ensuring that any child(ren)/ward(s) that I am signing for understand and fully comply with the Rules. Failure to follow the Rules can lead to immediate suspension and/or permanent expulsion without refund, upon Lakeside’s discretion.

- (a) Prohibited Activities include: (i) operation while under the influence of drugs or alcohol; engaging in an Activity with a passenger; operation outside the designated property specified by Lakeside; operating in a reckless or unsafe manner, including jumping, drifting, and doing donuts; racing; operation without required safety gear (see (b) below); operation in more than 18” of water or mud or inclement weather as determined by Lakeside; operation between dusk and dawn; operation while lightning and or thunder is present.
- (b) Safety gear: I understand that at all times, in addition to any safety items required by Lakeside, I will be responsible for properly wearing: (i) a DOT-approved helmet (to be provided); (ii) closed toed shoes; (iii) long pants and socks; and (iv) eye protection (to be provided).
- (c) Guidelines before operating: In addition to any other guidelines provided by Lakeside, prior to any use or Activity I will: (i) review ATV operating procedures; (ii) secure safety gear; (iii) be aware of track and trail conditions; (iii) ensure all parts are secure before starting the engine; (iv) observe signage throughout the trail system; (v) only operate in accordance with vehicle traffic direction while on track and trail system; (vi) do not operate ATVs on dirt bike specific trails;(vii) in the event of thunder or lightning, get to shelter quickly and safely; and(viii) watch your gas gauge, refuel at or before one-quarter of a tank.
- (d) Damage authorization: Lakeside requires a \$1000 credit/debit card authorization for each party. This is a hold, not a charge. Once Activity equipment is returned in the same condition in which it was originally rented, the hold will be released in 7 days. Any damages may be taken from, but are not limited to, this deposit.

I understand that the below list is not all inclusive and actual repair costs may vary. I agree that repairs will be performed by an approved service department at the labor rate of \$150/hour. Upon return of the equipment, I agree that Lakeside is authorized to charge the credit/debit card(s) on file for the cost of damages incurred during the rental period, whether caused by myself, anyone in my party, an act of God, or any other scenario.

- 1) AVERAGE COST TO REPLACE DAMAGED PARTS - motor: \$4000, axle: \$350, wheel bearing: \$100; flat tire: \$200, lost or damaged helmet: \$125, goggles: \$25, plastic/body damage \$1200, seat cover damage: \$500.

- (e) Late fee: Lakeside is authorized to charge the card(s) on file \$50 for every 15 minutes equipment is returned after its scheduled return time.
- (f) On the trail assistance: Lakeside is capable of providing on-the-trail assistance. Contact 540-603-0430 for assistance in non-emergency scenarios such as minor break downs, flat tires, running out of fuel, and tow assistance. Please note that a service charge of \$250/incident will be added for tows due to negligence/operator error. For emergency scenarios contact 911 first before contacting Lakeside.

(3) Release of Liability: I acknowledge and agree that my or my child(ren)/ward(s)'s use of Lakeside's facilities and equipment and participation in Activities entails known and unknown risks which are inherently dangerous, can be life-threatening, and can result in physical or emotional injury, including but not limited to broken bones, sprained or torn muscles, tendons or ligaments, internal injuries, brain injuries, paralysis, death, or other bodily injury. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities. Despite all known and unknown risks, I hereby expressly assume all risks associated with participation in the Activities and voluntarily remise, release, acquit, satisfy, and forever discharge Lakeside, its equipment suppliers, course designers and builders, or such other material and equipment utilized in the Activities, and agree to hold them harmless of and from any and all manner of action and actions or omission(s), causes of action, suits, debts, dues, sums of money, accounts, bills, controversies, agreements, promises, damages, judgments, executions, expenses, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by Lakeside or any others, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the Activities. This Release of Liability, is effective and valid regardless of whether the damages, loss or death is a result of any act or omission on the part of Lakeside or any others.

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(4) INDEMNIFICATION: I understand and agree that the known and unknown risks may be caused in whole or in part by my or my spouse's, partner's or child(ren)/ward(s)'s own actions or inactions, the actions or inactions of others participating in Activities, or the acts, inaction or negligence of Lakeside or any and all others, and in consideration of being allowed, along with my spouse, and/or my minor child(ren)/ward(s) to participate in the Activities, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse, partner and/or my minor child(ren)/ward(s) as a result of the participation in Activities in or about the facility, including any such loss due to any negligence of Lakeside and all others, and hereby agree to indemnify and hold harmless Lakeside, and all others from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred and/or suffered by Lakeside and all others, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments Lakeside incurs in the event that I, my spouse, partner or my minor child(ren)/ward(s) cause any injury, damage, and/or harm to Lakeside. **I UNDERSTAND AND AGREE THAT LAKESIDE OR ANY OTHERS WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME OR MY SPOUSE IF I AND/OR MY CHILD(REN)/WARD(S) ARE INJURED AND THAT I AM EXPRESSLY WAIVING ALL RIGHTS THAT I, MY SPOUSE OR MY CHILD(REN)/WARD(S) MAY HAVE TO PURSUE A CLAIM FOR ANY SUCH COSTS OR EXPENSES.**

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(5) Attorney's Fees: I promise to indemnify Lakeside for any attorneys' fees and/or costs incurred to enforce this Agreement, including all costs associated with the defense of any claims or suits and the costs of any collection efforts.

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(6) Terms of Agreement: I understand that this Agreement is continuing and extends into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit Lakeside and/or engage in Activities.

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(7) Authority to Sign: By entering into this Agreement, you are voluntarily agreeing to the terms, including waiver and release, and you certify that you understand the legal implications and consequences of engaging in the Activities. If there are any aspects of this Agreement to which you do not have a full and complete understanding, you are encouraged to ask or inquire with Lakeside BEFORE initialing this section and/or agreeing to the terms in this Agreement. Activities under this Agreement can only be engaged by participants 16 years and older. Participants less than 18 years old must be accompanied by a responsible adult during all Activities.

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(8) Governing Law: This Agreement is governed, construed, and administered according to the laws of Virginia, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the Commonwealth of Virginia.

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(9) Protective Equipment: I certify that I was offered and denied the helmet and eye protection ("protective equipment") that was provided by Lakeside. I certify that I have provided protective equipment for all participating individuals.

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(10) Signature Certification: I certify that I am of sound mind and judgment to effect this Agreement. If I am signing as the parent, legal guardian, or authorized agent for the parent or legal guardian of child(ren), I certify that I have the full authority to sign this Agreement on behalf of such child(ren) or the parent or the legal guardian of the child(ren).

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By signing this document, I understand that I may be found by an arbitrator or court of law to have forever waived my and my spouse's, partner's and/or child(ren)/ward(s)'s rights to maintain any action against Lakeside and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse, partner and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless Lakeside and all released parties herein, as a result of the participation in the Activities in or about the facility by myself, my spouse, partner and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse, partner and/or child(ren)/ward(s) against Lakeside related in any way to participation in the Activities. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, and/ or have voluntarily waived my right to do so. I understand this Agreement and knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

Signature

Date

Printed Name

Date

PARENT, LEGAL GUARDIAN OR AUTHORIZED AGENT'S SIGNATURE (You MUST be 18 or older to sign and MUST be the parent or legal guardian to sign for a minor)

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Date

Printed Name of Minor

Date

(note: Lakeside reserves the right to review your driver's license and/or other forms of ID to verify identity and age)