

**West Kentucky ATV Recreational Area**

**Release and Waiver of Liability and Indemnity Agreement**

The **PARTIES** to this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** are Hopkins County Kentucky, a local government entity, their subdivisions, departments, officials, managers, contractors, subcontractors and employees (hereinafter collectively referred to as the "Releasees") and the **UNDERSIGNED**, his or her personal representatives, heirs, companions and next of kin (hereinafter collectively referred to as the "Releasers").

IN CONSIDERATION of being permitted to enter into the West Kentucky ATV Recreational Area for the purpose of recreational off-highway vehicle riding or being permitted to ride an off-highway vehicle within the boundaries of the governmentally owned area, THE **UNDERSIGNED**, for himself or herself, and his or her personal representatives, heirs, and next of kin, with knowing and willing consent of his or her **PARENT OR LEGAL GUARDIAN** as attested by signaturee of the same if the **UNDERSIGNED** is below the age of 18 years, acknowledges, agrees and represents that he or she has, or will immediately upon entering into the confines of the area, and will continuously thereafter, inspect said confines and all portions thereof which he or she enters and with which he or she comes into contact, and he or she further warrants that his or her entry upon said confines and his or her participation in any activities within those confines constitutes acknowledgement that he or she has inspected said confines and that he or she finds and accepts the same as being reasonably suited for the purpose of his or her use, and he or she does further agree and warrant that, if, at any time, he or she is within or about the confines and he or she feels or believes anything to be unsafe, he or she will immediately leave the confines and will advise officials of the West Kentucky ATV Recreational Area of the condition(s) which he or she believes to be unsafe. Further, in such consideration, the **UNDERSIGNED**:

1. **HEREBY COVENANTS NOT TO SUE, RELEASES, WAIVES, AND DISCHARGES** the Releasees from any and all liability to the Undersigned, his or her personal representatives, assigns, heirs, companions, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the **UNDERSIGNED** or any person accompanying the **UNDERSIGNED** or permitted by the **UNDERSIGNED** to use his or her off-highway vehicle or the off-highway vehicle under his or her supervision, all for the purposes herein referred to as the **UNDERSIGNED's** "companions," whether caused by the negligence of the Releasees or otherwise while the **UNDERSIGNED** or his or her companions is or are in or upon the confines for any purpose or reason;

2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost, real or imagined, which they may incur due to the presence of the **UNDERSIGNED** or any of his or her companions in or upon the confines for any reason whether caused by the Releasees or otherwise; and

3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS** to himself or herself or any of his or her property or companions due to the negligence of the Releasees or otherwise while in or upon the confines or while participating in or observing any activities occurring within the confines for any reason.

THE **UNDERSIGNED** expressly acknowledges and agrees that riding off-highway vehicles or being within an area in which such vehicles are being used involves risk of serious injury and/or death and/or property damage. THE **UNDERSIGNED** further expresses that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Kentucky and that, if any portion thereof is held invalid, it is agreed that the balance thereof shall, notwithstanding, continue in full legal force and effect.

THE **UNDERSIGNED** expressly agrees that this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** will be construed in accordance with the laws of the Commonwealth of Kentucky.

THE **UNDERSIGNED** HAS READ, COMPREHENDED AND NOW VOLUNTARILY SIGNS THIS **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no representations, statements or inducements apart from the foregoing written agreement have been made.

<b>Off-Highway Vehicle Registration Form (Please press hard when writing so both copies are legible.)</b>		
<b>Today's Date</b> _____	<b>NAME</b>	
<p align="center"><b>I have read and understand the information and rules on both sides of this form:</b></p> <p>_____</p> <p>Signature</p>	<b>STREET/P.O. BOX</b>	
	<b>CITY, STATE</b>	<b>ZIP CODE</b>
	<b>TELEPHONE NUMBER</b> (       )	<b>DATE OF BIRTH</b>
<b>Vehicle Information:</b> (Circle One) Type: 2WH SXS 4WH	(e.g. Yamaha, Honda, Ford) Make:	Gender: ____ Male ____ Female
<b>X</b> _____ <b>REGISTRANT: PRINT NAME HERE</b>	<b>X</b> _____ <b>REGISTRANT: SIGN NAME HERE</b>	
<b>X</b> _____ <b>PARENT/LEGAL GUARDIAN: PRINT NAME HERE</b> <i>(If registrant is under 18 years of age)</i>	<b>X</b> _____ <b>PARENT/LEGAL GUARDIAN: SIGN NAME HERE</b> <i>(If registrant is under 18 years of age)</i>	

**FOR MEDICAL EMERGENCIES CALL: 911**

**Warning:** Rules violations will result in revocation of the permit and the holder being banned from the recreational area

# West Kentucky ATV Recreational Area

## Rules and Regulations

1. Operating a vehicle in a manner that damages, mutilates, or removes any natural feature or other property is prohibited. This includes mud bogging, mudding, and creation of new trails.
2. Riding passengers on OHVs not designed to carry passengers is prohibited.
3. Passengers are allowed in vehicles built to carry passengers by the manufacturer and the vehicle must contain the following: enclosed metal cab, roll bar protection, and seatbelts. Golf carts are not permitted.
4. All users are required to wear DOT-approved motorcycle safety helmets while vehicles are in operation, except in vehicles with fully enclosed metal cabs and/or roll bar protection and seatbelts.
5. No person under age 16 may operate an ATV with an engine size exceeding 90cc displacement, and no person under age 12 may operate an ATV with an engine size exceeding 70cc displacement. (KY State Law 189.515)
6. Direct parental or adult supervision is required for all persons under the age of 16 years operating an OHV. (KY Revised Statute 189.515)
7. OHVs are to be operated from sunrise to sunset only. Legal riding hours are posted at gate.
8. Stay on designated trails. If a trail is not signed, it is not a legal trail.
9. Users must remain within the boundaries of the Area.
10. Operators/passengers of motorized vehicles, except motorcycles, ATVs, and six wheelers, must use a fastened seatbelt while the vehicle is in use.
11. All off-highway vehicles must be registered with the office of the West Kentucky ATV Recreational Area before being used on any trails. The registration sticker must be properly displayed on the registered vehicle at all times. When the gatehouse is staffed, registration may be obtained there.
12. All vehicles and operators must be in compliance with all state and federal laws.
13. OHVs must have properly functioning spark arresters and mufflers.
14. Hopkins County Government is neither liable nor responsible for damage, loss, or theft of personal property or for injuries to visitors.
15. Litter laws are strictly enforced. Users are expected to use the trash receptacles or to remove any trash they bring.
16. Anyone under 18 years of age must have a parent or legal guardian's signature to ride.
17. Kentucky state law prohibits the public consumption of alcohol.
18. All users must use existing trails appropriate for the size of their vehicle. Travel off of the trails is prohibited.

**Warning: Rules violations will result in revocation of the registration and the holder being banned from the recreational area!!**