

Waiver Addendum B

(For Minors on ATVs or on the Mule)

MINORS ONLY

*****May put all minors from one group on this page

CHECK APPLICABLE BOX(ES):

MINOR 16 YEARS OF AGE OR OLDER

The undersigned Customer hereby certifies that

_____ (print name(s) of minor(s)) ("Minor") is 16 years of age or older. Customer further certifies that Customer is the parent or legal guardian of the Minor, or that Customer is otherwise authorized to consent to the Minor's participation in the tour and related activities described in the foregoing Acknowledgment of Risk, Release and Indemnity (Waiver) and Waiver Addendum A.

MINOR UNDER 16 YEARS OF AGE

The undersigned Customer hereby certifies that Customer is the parent or legal guardian of _____ (print name(s) of minor(s)) ("Minor"), or that Customer is otherwise authorized to consent to the Minor's participation in the tour and related activities described in the foregoing Acknowledgment of Risk, Release and Indemnity (Waiver) as a passenger on the Kawasaki Mule. The Minor is _____ years of age. I will ensure that the Minor wears the equipped seatbelt whenever the Mule is in motion. I acknowledge that a helmet and eye protection have been offered for the Minor's use as a passenger on the Mule.

(If both boxes above are checked, or more than one Minor is named in this addendum, the term "Minor" as used herein refers to all such Minors individually and collectively.)

In consideration of the Minor's use of, or riding as a passenger on, the Company's vehicles, and Minor's use of the Company's and Landowner's other property and facilities, Customer hereby agrees to release and discharge the Company and Landowners, on behalf of Minor, Minor's heirs, assigns, personal representative and estate, as follows:

1. Customer understands and acknowledges that Minor's participation in tours or other activities bears known risks and unanticipated risks which could result in injury, illness, disease, emotional distress, or damage to Minor, to property or to third parties.
2. Customer expressly agrees and promises to accept and assume all of the risks existing in Minor's participation in tours or other activities. Minor's participation in tours or other activities is purely voluntary, no one is forcing Minor to participate in such tours or other activities, and Customer elects to have Minor participate in tours or other activities in spite of knowledge and disclosure of the known or unknown risks.
3. In consideration of the Company allowing Minor to participate in tours or other activities, Customer hereby voluntarily releases, forever discharges, and agrees to hold harmless, indemnify and defend the Company and the Landowners, and their principals, agents, and employees, from any and all liability, claims, demands, actions or rights of action, including attorneys fees associated with such claims, which are related to, arise out of, or are in any way connected with the Minor's participation in tours or other activities, except those attributable to the intentional acts or omissions of the Company, the Landowners or their agents.
4. In the event that Minor is injured, Customer shall have an affirmative duty to notify the Company, or its authorized agent, of such injury within a reasonable period of time after said injury. Customer certifies that Customer has adequate insurance to cover any injury or damage Minor may cause or suffer while participating in a tour or activity, or that Customer will bear the costs of such injury or damage him- or herself. Customer further certifies that Minor has no medical or physical condition that would jeopardize Minor's safety during the tour or activity, or that Customer will assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
5. This agreement to release and indemnify shall be binding upon the heirs, personal representatives, successors and assigns of Customer.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have in fact read it, and that I understand it affects my legal rights; I agree to be bound by its terms. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE, FOR MYSELF AND ALL PERSONS IN MY PARTY, THAT IF ANYONE, INCLUDING THE MINOR COVERED BY THIS ADDENDUM, IS HURT OR PROPERTY IS DAMAGED WHILE PARTICIPATING IN A TOUR OR OTHER ACTIVITY OF THE COMPANY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE COMPANY, THE LANDOWNERS, THEIR PRINCIPALS, AGENTS, OFFICERS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON BEHALF OF THE COMPANY OR LANDOWNERS UNLESS THEY OR ANY OF THEM INTENTIONALLY CAUSED SUCH INJURY OR DAMAGE.

Print Adult Name

Signature of Adult Customer

Date