
Black Hills Outdoor Fun

ATV RENTAL WAIVER AND RELEASE FORM

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK:

I understand the use of the area involves the danger of encountering both known and unknown hazards and risk which could result in injury, paralysis, death, illness and disease, physical or mental damage to myself, to my property or to spectators or other third-parties. I hereby accept and assume all risk and dangers and all responsibility for any and all losses and / or damages, whether caused in whole or in part by the negligence of Edelweiss Mountain INC or the landowners.

WAIVER AND RELEASE OF LIABILITY:

By signing below, I acknowledge that I am aware of the dangers, and even so, I do hereby, on behalf of myself, my personal representatives and my heirs, voluntarily agree to RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY Edelweiss Mountain, INC and the landowner's from any and all claims, actions of losses for bodily injury, property, wrongful death, loss of services otherwise which may arise out of my use of the land or my participation in any activities thereon. I specifically understand that I am releasing, discharging, and waiving any claims or actions (right to law suit) that I may have presently or in the future for the negligent acts or other conduct by Edelweiss Mountain INC and the Landowner's. This document shall be binding on myself, my heirs, executors, administrators and assigns.

INDEMNIFICATION AGREEMENT:

For and in consideration of being permitted by Edelweiss Mountain INC or the landowner's to use the area, I agree to this WAIVER, RELEASE, AND INDEMNIFICATION; the undersigned joins in this WAIVER AND RELEASE and stipulates and agrees to SAVE AND HOLD HARMLESS, INDEMNIFY, AND FOREVER DEFEND Edelweiss Mountain INC and the LANDOWNERS from and against any and all claims, actions, demands, expenses, liabilities (including attorney's fees) and NEGLIGENCE made or brought by the undersigned or by anyone on behalf of the undersigned, as a result of the undersigned's use of the land RELEASE: In consideration of the services and/or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns do hereby release Edelweiss Mountain INC and the landowner's Marshall, Chuck and Julie Mechaley from any liability and waive any claim from damages arising from any cause whatsoever.

SURVIVABILITY:

If any portion of this contract for use, release of liability and waiver is held invalid, it is agreed that the remainder shall notwithstanding, continue in full legal force and effect. By signing this form, I have agreed to Edelweiss Mountain INC and the landowners, Risk, Responsibility and Liability Policy and have read the entire document, understand it completely and agree to be bound to its terms. I have read, understand, and agree to abide by the attached rules and regulations of Edelweiss Mountain INC.

Date(s) of ATV Rental: _____

Parent or Legal Guardian to Sign: _____

Date Signed: _____ Witness: _____

Pass # (or fee) _____

Edelweiss Mountain Lodging
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