

DYE HARD ADVENTURES, LLC

Waiver Agreement Form

*****YOU MUST READ, SIGN and INITIAL THIS AGREEMENT BEFORE OPERATING, RIDING, OR USING A "DYE HARD ADVENTURES" UTV PRODUCT. IT RELEASES PARTICIPATING ENTITIES FROM LIABILITY TO YOU ARISING FROM YOUR USE OF THE "DYE HARD ADVENTURES" UTV PRODUCT*****

In consideration for and as an express condition of operating, riding, or using the PRODUCT (as defined below), I agree and acknowledge as follows:

This Waiver, Release, Indemnity, and Hold Harmless Agreement releases, Dye Hard Adventures, LLC and each of their related, constituent, or affiliated entities including each of their directors, officers, share-holders, agents, dealers, and employees ("RELEASEES") from any liability relating to my use, ride, or operation of a UTV, ATV, side by side, or any other PRODUCT designed, manufactured, or distributed by RELEASEES ("PRODUCT") during this activity. _____ (Initial)

I have been informed of applicable regulations, the operational features, and the care and safety precautions before using, riding, or operating the PRODUCT. I know that the PRODUCT operation can be dangerous which exposes me to serious personal injury or death. However, I want to operate, ride, or use the PRODUCT for my own needs, reason and desires and therefore choose to participate at my own risk. _____ (Initial)

I acknowledge and that I am sixteen (16) years of age or older and I will not allow any person under the age of sixteen to operate the PRODUCT. Persons under the age of eighteen (18) must have parent or guardian sign below. _____ (Initial)

I agree to wave any claim or cause of action which I may now have or may have in the future against RELEASEES, by reason of any injury, damage or other losses I may sustain arising out my use, ride or operation of the PRODUCT. I further agree to release, discharge, indemnify, defend and hold each and all of said RELEASEES harmless from and against any and all claims, causes of action, demands or charges of any nature, including but not limited to claims with the respect to design, manufacture, assembly, preparation, repair or maintenance of the PRODUCT, or with respect to the conditions, qualifications, instructions, rules of procedures under which the use of the PRODUCT is permitted or conducted, or from any other cause which any party may claim to have or hold for the property damage or personal injuries, including injury or death, arising out of my use, ride or operation of RELEASEES PRODUCT while participating in this activity even if it caused in whole or in part by the RELEASEE whether due to negligence or not, on behalf of myself, spouse, heirs, agents, assigns, representatives or employer. I represent state and warrant that I have general liability insurance that covers my use, ride, or operation of the PRODUCT. _____ (Initial)

I agree to wear all recommended protective apparel and to operate the PRODUCT according to all applicable laws. I have reviewed the on-product warnings, labels, and instruction material. I have also received verbal instruction regarding use of the PRODUCT. I have experience with use of this PRODUCT. _____ (Initial)

I agree not to operate the PRODUCT under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with operation of this PRODUCT. _____ (Initial)

I hereby agree not to sue RELEASEES for any injuries or damages of any kind including those caused by or resulting from RELEASEES own acts of negligence and/or design, manufacturing, or assembly defects in the PRODUCT. I understand that this entire agreement shall be bonding upon my heirs, executors, administrators, and assigns. _____ (Initial)

I irrevocably consent and authorize RELEASEES to use my name and likeness in any photos, video, or other reproduction of me while using the PRODUCT and RELEASEES may keep all film or prints of me, for any reason without compensation. _____ (Initial)

I understand that there are inherent risks in operating, riding or using the PRODUCT. I acknowledge that I am freely and expressly assuming and accepting any and all risks of personal injury or death, and property damage including those caused by the negligence of RELEASEES and/or any design, manufacturing or assembly defects in the PRODUCT. I also understand that if any part of this agreement is determined to be unenforceable, all other parts will be given full force and effect. _____ (Initial)

IN CONSIDERATION FOR OPERATING, RIDING, OR USING THE PRODUCT, I AGREE TO SIGN BELOW. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS.

Date: _____ - _____ - _____ Print Name: _____

Passenger Signature: _____ Signature: _____

Emergency Contact Name and Phone Number: _____

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

Driver's License No. _____ Birthdate: _____ - _____ - _____

Email Address: _____

PARENT OR GUARDIAN PERMISSION

In consideration for my 16-17 year old child or ward being allowed to participate in this activity, and to use, ride in or operate the RELEASEES PRODUCT, I agree and represent that I am the parent or legal guardian of the above rider and give permission for the minor child or ward to use, ride or operate the RELEASEES PRODUCT, and agree on behalf of the minor, myself, and my spouse, heirs, minor's heirs, and legal representatives, to the terms of the above Waiver, Release, Indemnity, and Hold Harmless Agreement.

*****IF PARTICIPANT IS 16-17 YEARS OLD, PARENT MUST SIGN HERE:** Signature: _____