

Waiver and Release from liability for involvement in ATV run activities

I **Hereby Waive and Release**, indemnify, hold harmless and forever discharge The Kilkenny Fire Department, The City of Kilkenny and it's programs, agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of the Kilkenny Fire Department ATV Fundraiser provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and the next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned release party to such activity.

By this waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Kilkenny Fire Department ATV Fundraiser included but not limited to ATV activities undertaken at the facility, using the facility and its equipment in any manner, form or fashion and practicing and/or engaging in any other related activities on and off the premises.

This **Waiver and Release** contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this waiver and release. The provisions of this **Waiver and Release** may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this **Waiver and Release** will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Kilkenny Fire Department, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this **Waiver and Release**. I understand and confirm that by accepting this **Waiver and Release** I have given up considerable future legal rights. I have accepted this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. Signing below is proof of my intention to execute a complete and unconditional Waiver and Release of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

PLEASE DO NOT DRINK AND RIDE!!!

Kilkenny Fire Department Code of Ethics/Rules for the ATV Run are as follows:

~There are no open bottles allowed on the run route while driving/riding.

~ Passing the lead runner or jumping off the designated route will result in a discussion with board members. Multiple board members at that time will decide if the driver/rider will be allowed to continue on the run.

~ Multiple infractions of these rules can possibly result in: Being asked to leave the run and or not being allowed to participate in future ATV Runs.

Printed Name: _____

Date of Birth: _____

Signature: _____

Date: _____

*If under 18, parent or guardian must also sign. We reserve the right to reject any entries for any reason.