

## INSTRUCTIONS

1. Please READ CAREFULLY
2. Each adult must fill out this yearly waiver. He/She will be issued a numbered Tower Trax card that will be punched and recorded at each visit.
3. Yearly Waiver must be filled out completely and correctly.
4. If you let someone else use your card, they will be prosecuted as trespassers and you will be banned from the park.

## MINORS

5. All MINORS must have a waiver CORRECTLY filled out by a legal guardian.

If guardian is not present, the waiver MUST be NOTARIZED, or he/she will not be admitted.

6. The form allows up to 5 minors to be on one waiver. Though a legal guardian must fill out the "Guardian" section, he/she must have their own waiver filled out to have a Tower Trax card issued to them.
7. Each minor will be issued a numbered Tower Trax card.
8. If you ride at Tower Trax Monday through Thursday by *appointment*, you MUST fill out a DAILY WAIVER even if you have a yearly waiver on file. They are always on the porch.
9. If you have questions, please call 985-969-0114
10. If you do not have your card upon entry, you must fill out a daily waiver. There will be a \$20 replacement fee for a lost card.

**RELEASE AND WAIVER OF LIABILITY AND  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

# \_\_\_\_\_

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for

\_\_\_\_\_  
(Printed Name of Adult Participant/Legal Guardian) and \_\_\_\_\_  
(Printed Name of Minor Participant)

DL #: \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Minor Participant) and \_\_\_\_\_  
(Printed Name of Minor Participant)

\_\_\_\_\_  
(Printed Name of Minor Participant) and \_\_\_\_\_  
(Printed Name of Minor Participant)

Participant (and/or Guardian on behalf of their minor Participant) in consideration for Participant being permitted to enter and/or use property managed by TOWER TRAX ATV RECREATION PARK, LLC, for any purpose, including, but not limited to: competition, officiate, observe, work for, or participate in any way in any activities on this property, EACH OF THE UNDERSIGNED, for himself, his minor child, his personal representatives, heirs, and next of kin.

**You will be issued a Tower Trax identification card. If you allow someone else to use your card, they will be prosecuted as trespassers and you will be banned from the park.**

1. Acknowledges, agrees and represents that he has or will immediately upon entering any such property, and will continuously thereafter, inspect the property which he enters and he further agrees and warrants that, if at any time, he is in or about the property and he feels anything to be unsafe, he will immediately advise the management of TOWER TRAX ATV RECREATION PARK, LLC of such and will leave the property and/or refuse to participate in any further activities on the property.

2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, promoters, sponsors, advertisers, the owners, lessees and lessors of premises used by TOWER TRAX ATV RECREATION PARK, LLC., and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises (all hereinafter referred to as "Releasees") and their directors, officers, agents, and employees, **FROM ALL LIABILITY TO THE UNDERSIGNED OR THEIR MINOR CHILD**, and to their personal representatives, assigns, heirs, and next of kin **FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THEIR PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED OR THEIR MINOR CHILD ARISING OUT OF OR RELATED TO THE ACTIVITIES AND EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

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Initials

3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the activities or events which caused the damages or loss, whether caused by the negligence of the Releasees or otherwise.

4. **Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the activities or event(s) whether caused by the negligence of Releasees or otherwise.**

5. Hereby acknowledge that the activities for which these premises are to be used are very dangerous and involve the risk of serious injury and/or property damage. Each of the Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

6. Hereby agrees that the safety of 4-wheeler riding is dependent upon the skills, abilities, and safety practices of the participants and further agrees that they have read and understand the Manufacturer's Recommended Safe Operation guidelines for the ATV/RUV that he or his minor child will be operating/riding and agree to adhere to those "Guidelines".

7. Hereby agrees and acknowledge that I or my minor child will be using the trails and premises of TOWER TRAX ATV RECREATION PARK, LLC and that these trails and property contain natural and manmade obstacles, hazards and defects, including but not limited to holes, roots, fallen trees, ditches, mud holes, road and trail washouts, and other unsafe drivers.

8. Hereby agrees that the safe operation of an ATV/RUV includes riding with a "buddy" who is capable of rendering assistance.

9. Hereby agrees that, if the Participant is a minor, the guardian, if present, will maintain direct control over the minor while he/she is operating/riding as a passenger on a ATV/RUV.

10. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Louisiana.

This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and the remainder of this shall remain in full force and effect and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this agreement.

This Agreement shall be construed under and in accordance with the laws of the STATE OF LOUISIANA.

\_\_\_\_\_  
Initials

I HAVE READ THIS "RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT", FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY MY SIGNATURE FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

UNTIL THIS RELEASE IS REVOKED THIS RELEASE IS VALID AND APPLIES TO AND IS BINDING ON THE SIGNERS FOR ALL CURRENT AND FUTURE USE OF THE TOWER TRAX PROPERTY BY THE PARTICIPANTS NAMED HEREIN. ANY REVOCATION OF THIS "RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT" BY EITHER A PARTICIPANT AND/OR A PARTICIPANT'S GUARDIAN MUST BE MADE IN WRITING AND DELIVERED BY HAND TO TOWER TRAX ATV RECREATION PARK, LLC OR MAILED RETURN RECEIPT REQUESTED TO: TOWER TRAX at 10247 HWY 10, FLUKER, LA 70436.

\_\_\_\_\_  
(Signature of Adult Participant or Guardian)

\_\_\_\_\_  
(Date)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Telephone #)

\_\_\_\_\_  
(E-Mail address)

\_\_\_\_\_  
Emergency Contact Person

\_\_\_\_\_  
Telephone #

IF PARTICIPANT IS UNDER 18, GUARDIAN MUST BE PRESENT AND SIGN IN THE PRESENCE OF A TOWER TRAX EMPLOYEE UPON PARTICIPANT'S ENTRY.

IF GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY, THE GUARDIANS SIGNATURE'S MUST BE NOTARIZED.

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Not Valid  
Without Seal

\_\_\_\_\_  
NOTARY PUBLIC

NOTARY #: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_