

PARTICIPATION AGREEMENT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO YOURSELF OR TO YOUR PROPERTY, ARISING OUT OF YOUR PARTICIPATION IN THIS PROGRAM, NOW OR AT ANY TIME IN THE FUTURE.

Release. In consideration of participating in the Idaho Department of Parks and Recreation Responsible Riders Off-Highway Vehicle Training Program (hereinafter “program”), by signing this Participation Agreement (hereinafter “agreement”), I, the undersigned, do irrevocably, personally and for my heirs, assigns, and legal representatives, release, waive, and agree not to bring action (at law or in equity) based on any and all past, present or future claims, demands, and causes of action which I now have or may in the future have against the Idaho Department of Parks and Recreation, certified volunteer instructors of the Idaho Department of Parks and Recreation, the State of Idaho, and any and all officers, elected officials, appointed officials, employees, volunteers, agents, insurers, individuals, working for or affiliated with any of the aforementioned entities; (hereinafter all jointly and severally referred to as “releasees”), for any and all negligently-caused past, present or future loss of or damage to property, mental anguish, bodily injury, or death resulting from, arising out of, or in any way connected with my participation in the program or use of what I learned from this program.

1. **Hold harmless and indemnity.** I agree to defend, indemnify and hold harmless each of the releasees from any loss, liability, damage, or cost that I might incur due to my participation in or use of the program.

2. **Assumption of risk.** I understand that there are many known and unknown risks associated with my participation in this program. This program includes practicing the riding of all-terrain vehicles (hereinafter “ATVs”), off-highway motorbikes (hereinafter “OHMs”), utility-type vehicles (hereinafter “UTVs”), specialty off highway vehicles (hereinafter “SOHVs”), and snowmobiles. From this point forward, all vehicles will be referred to as OHV or OHVs.

Participation in the program entails both known and unknown risks. I state and affirm that I know this program, even under the safest conditions possible, may be hazardous. I understand that I am assuming the risks of all loss of or damage to property, or bodily injury, including death, however caused, resulting out of or in any way connected with the program; and that I am competent to sign this agreement. I certify that I am in good health and have no physical or mental limitations that would preclude safe participation.

3. **Machines.** I understand that I will be bringing and using my own personal vehicle and equipment for purposes of participation in this program. Furthermore, I understand that I am providing my own personal vehicle and using it at my own risk. I understand that the releasees do not provide any type of approval or recommendations as to whether my personal vehicle and equipment that I am going to use for this program are safe for my use.

4. **Alternative courses.** Although I am required by law¹ to take an OHV safety course that is approved by the Idaho Department of Parks and Recreation (hereinafter “IDPR”) if I am under the age of 16. I understand that am not required to take and alternative, online course and if I do I am still required to complete an on-the-machine skills assessment with an IDPR OHV Instructor or certified volunteer OHV instructor. Other IDPR-approved online safety courses are available from the following entities:

¹ Idaho Code 49-302(11)(a)

- Offroad Ed (<https://www.offroad-ed.com/idaho/>)
- The Idaho ATV Safety Education Course (<https://www.atvcourse.com/usa/idaho/>)

5. Binding. I have read and understand all provisions of this agreement, and I agree to its terms voluntarily. I agree that no oral representations, statements or inducements apart from this agreement itself are binding. I understand that the terms of this agreement are contractually and legally binding and that no verbal statement to the contrary, by any person or entity, can void or alter the terms of this agreement.

6. Medical care. I permit IDPR to obtain emergency medical care for me if necessary, including transportation to a medical facility.

7. Insurance. I acknowledge that insurance coverage for bodily injury and property damage is my personal responsibility.

8. Severability. If any part of this agreement is held unenforceable, the remaining portions of the agreement will nevertheless remain in full force and effect. All portions of this agreement are meant to apply only to the fullest extent allowed by law.

9. Choice of law and venue. The law applicable to this agreement is agreed to be the law of the state of Idaho with the venue for any action to be in the Idaho Fourth Judicial District in Ada County, Idaho.

Participant Name (printed)

Participant Signature

Date

Emergency Contact Name & Phone Number

Participant Date of Birth (mm/dd/yyyy)

PARENT/GUARDIAN SECTION (required if participant is under the age of 18)

I represent and warrant that I have the legal right to sign this agreement on behalf of the minor child who will be participating in the program. I understand that this agreement, once signed by me, is fully enforceable in accordance with its terms. I agree to indemnify the releasees in the event this representation by me is not accurate. I have discussed the risks of participation in the program with the minor, and he/she understands the risks.

Parent/Guardian Name (printed)

Parent/Guardian Signature

Date

Phone Number