



CONTRACT FOR USE RELEASE OF LIABILITY AND WAIVER

Durhamtown Tellico, Inc.
401 Clyde McDonald Road
Murphy, NC 28906
828-338-8FUN
durhamtowntellico.com

DRIVER/RIDER/PASSENGER NAME: _____ AGE: ____ D.O.B.: ____/____/____

PARENT/GUARDIAN NAME: _____ D.O.B.: ____/____/____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT (Not with you)

NAME: _____

RELATIONSHIP: _____

TELEPHONE: _____

CHECK ONLY ONE BOX:

- Driver: Jeep, Truck, Buggy, ATV, SxS
- Dirt Bike Rider
- Passenger over the age of 10
- Passenger age 10 and under

OTHER ACTIVITIES:

- Camping
- Fishing

RELEASE OF LIABILITY AND WAIVER

In consideration of being permitted to use the property, equipment and / or facilities owned, leased to, or operated by Durhamtown Tellico, Inc., its / their officers, agents, employees, owners, members, promoters, sponsors, advertisers, owners, and / or lessors, hereinafter individually and collectively referred to as Releasees, for the purpose of the following activities: Hunting, fishing, camping, dirt bike, motorcycle, ATV, 4x4 or any other motorized vehicle, engaged in trail riding, racing or any similar activity, whether such activity engages equipment leased from the Releasee or owned by the participant, said participant, his / her personal representatives, assigns, heirs, and next of kin hereinafter referred to individually and collectively as Releasor, hereby releases, waives, discharges and covenants to hold harmless the Releasee from all liability to the Releasor, for any and all loss or damage on account of injury to the person or property of, or resulting in the death of the Releasor(s), unless caused by the willful and wanton negligent act of Releasee while the Releasor is competing, working, or for any other purpose participating in any of the above referenced activities in any form or fashion, whether directly or in a peripheral activity, or for mere presence on the property of Releasee, said property having been heretofore described. Releasor further releases all officials and professional personnel from any claim on account of the rendering of first aid, medical treatment or services. Releasor(s) acknowledges that such previously described activities are inherently dangerous and that participation in such activities involve an assumption of risk that could result in damage to property, injury or death to the Releasor. Releasor hereby knowingly and voluntarily assumes all such risk. Releasor herein authorizes the release of any and all medical records, incident reports or other related documents to the Releasee in the event of property damage, injury or death. Releasor(s) further expressly agrees that this Release of Liability and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina and that 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. Releasor states that this Release of Liability and Waiver has been read in its entirety and that he / she knows the contents of same and signs this Contract for Use, Release of Liability and Waiver as his / her own free and willful act. This Contract for Use, Release of Liability and Waiver constitutes the entire agreement between Releasee and Releasor and the terms of such is contractual and not a mere recital. Releasor hereby understands that Releasor is not covered by any insurance policy held by Releasee for damage to property, injury or death. The Releasor(s) hereby certify that they are the legal custodian and guardian of any minor child(ren) the subject of this Release, and for whom they are executing this release, and that they are authorized to execute this release on behalf of said minor child(ren). Releasor(s) further agree that they shall be liable for any damage to Releasee's property or injury to staff caused by Releasor(s) negligence or willful, wanton, and intentional act(s). I hereby acknowledge that I / We have read, understand, and accept the terms and conditions stated herein, pertaining to the Contract for Use, the Riding Rules and Regulations, and the Release of Liability and Waiver. All persons aged 18 and older must affix his / her legal signature.

DRIVER/RIDER/PASSENGER **INITIAL** BELOW:

_____ I HAVE READ AND AGREE TO THE ABOVE RELEASE OF LIABILITY AND WAIVER.

_____ I HAVE READ AND AGREE TO THE **RIDING RULES AND REGULATIONS ON PAGE 2** OF THIS WAIVER.

DRIVER/RIDER/PASSENGER SIGNATURE: _____ DATE: ____/____/____

PARENT/LEGAL GUARDIAN SIGNATURE: _____ DATE: ____/____/____

EMPLOYEE INITIALS: _____





RIDING RULES AND REGULATIONS

- 1) THIS IS A LOW SPEED PARK!
- 2) Two-Way Access on all roads unless designated otherwise.
- 3) Do NOT stop in the *middle* of any road or trail. Leave room for passage of other vehicles.
- 4) HELMETS ARE REQUIRED AT ALL TIMES while operating or riding as a passenger on ANY motorized bike or ATV ANYWHERE for ANY REASON on the premises. (This does not apply to Jeeps, Trucks, buggies or Side by Sides-with seat belts.)
- 5) NO passengers allowed on dirt bikes.
- 6) Riders age 15 and under must be within site of parent/guardian when riding on all trails and roads.
- 7) EVERYONE IS REQUIRED TO HAVE AN ARMBAND.
- 8) NO ALCOHOL USE WHILE RIDING.
- 9) NO trash will be deposited on any trails. Trash must be put into sealed containers due to wildlife.
- 10) NO riding on closed trails. (Trails marked by rope, equipment, ribbons or signs.)
- 11) Anybody riding in an unsafe manner or creating any damage to property or risking the safety of other riders may be suspended immediately.
- 12) If caught riding without armband, you will be considered trespassing and we reserve the right to prosecute.
- 13) All riders use caution and RIDE AT YOUR OWN RISK.

ATTENTION: Anyone caught on unmarked trails or making your own trails will be removed without refund and may be held liable to restore property to original condition and may face additional trespassing charges.

ALL VIOLATORS OF THE ABOVE MAY BE SUSPENDED IMMEDIATELY!!!
THERE WILL BE ABSOLUTELY NO REFUNDS!

Please report any unsafe areas or activities to Durhamtown Tellico Staff immediately.