

MAD MOUNTAIN SUMMER ADVENTURES (MMSA)

21443 US Hwy 385 – Deadwood, SD 57732 – 605-578-1878

Participant Agreement, Release and Assumption of Risk

Printed Name _____

Date _____

Address _____

City _____ State _____

Zip _____ Phone (____) _____

Date of Birth ____/____/____

Driver's Lic # _____ State _____

In consideration of the services of Mad Mountain Summer Adventures, Madsen SM, Inc., MMSA investors, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as MMSA).

1. INHERENTLY DANGEROUS SPORT. Renting and use of an all-terrain vehicle is an inherently dangerous activity and could result in serious injury, death, or damage to myself or passenger, property, or to third parties. MMSA employees reasonably endeavor to seek safety and may be unaware of a participants' fitness or abilities, misjudge the weather or other environmental conditions, provide incomplete warnings or instructions, or the equipment being used may malfunction. I agree to accept risks and responsibility.

2. ASSUME ALL RISKS. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

3. RENTAL CONSIDERATIONS; The rental will begin and end at the specified location of MMSA and the specified times indicated on the agreement, unless otherwise noted. There may be a charge of \$125.00 for the recovery fee of rental vehicle. Machine will be returned by end of normal operating hours to avoid a late fee of \$125.00.

4. ADEQUATE INSURANCE; I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage. I agree to provide proof of towing insurance to perform tow & go of rental vehicles. There is a greater chance of significant increase of vehicle damages which become my sole responsibility including recovery fees at the MMSA's discretion.

5. DAMAGE INSURANCE; I understand MMSA offers insurance to cover damages to the machine during the operation of the All-Terrain vehicle exceeding \$1,000 and I have elected to
Accept _____ Decline _____ the insurance coverage.

6. TIRES; In the event of a cut or punctured tire, MMSA reserves the right to collect full replacement cost of the tire. I understand I am not released from

the damage until washing/cleaning and inspection is completed on rental vehicle.

7. CONDITION OF VEHICLE; Review the condition of the rental vehicle; note any pre-existing conditions. Return rental vehicle in the same condition as was received less normal wear. A charge of up to \$125.00 can be assessed for excessive mud accumulation. In the event of machine damage, MMSA reserves the right to make decision to repair at manufacturer's costs, or elect to collect from myself the replacement costs of machine if repair costs exceed replacement costs on the day of damage. I agree to contact the local authorities and MMSA in the event of an accident, theft, or vandalism. I understand I am not released from damages until vehicle is washed/cleaned and inspected by MMSA.

8. AGE OF OPERATOR; Machines are 'street legal' operator will be a licensed driver.

9. RE-FUELING CHARGE; Each machine will be returned full of fuel; a re-fueling charge of \$40.00 will be assessed for failure to fuel machine on the credit card provided.

10. MACHINE CAPACITY; Single person machines allow for one individual. A double person machine accommodate up to two individuals – the operator and one rider.

11. RELEASE AND HOLD HARMLESS; I hereby agree to release, indemnify, forever discharge and defend MMSA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, and hold harmless MMSA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MMSA's equipment or facilities, including any such claims which allege negligent acts or omissions of MMSA. I further hereby agree that in the event MMSA is named as a party to any litigation arising out of or in connection with my use of MMSA's equipment, to defend and hold harmless MMSA in such litigation. In the event MMSA or anyone acting on their behalf, deems it necessary to engage the services of an attorney to enforce any of the terms or conditions of this Agreement, I agree to pay any attorney's fees and costs incurred in the enforcement of this Agreement.

12. LEGAL ISSUES IN SD; This agreement and interpretation or enforcement thereof shall be governed by the laws of the State of South Dakota with jurisdiction in the Fourth Judicial Circuit, Lawrence County, South Dakota. Time is of essence in the performance of any and all of the obligations or terms herein.

13. SEVERABILITY; In the event that any court of competent jurisdiction finds that any part of this agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I have had sufficient opportunity to read this entire document, understand it, and I agree to be bound by its terms.

Any Damage to the rental machine, or myself, or another as a result of my actions, is my responsibility.

Signature of Renter