

Off The Beaten Path

Participant, Agreement, Release & Assumption of Risk

(This is a legally binding contract. READ COMPLETELY before signing.)

In consideration of the services of Off The Beaten Path furnishing guided side-by-side tours (whether riding or following), I agree to the following:

I fully understand and acknowledge that: (a) risks and dangers exist in riding side-by-side vehicles and my participation in riding side-by-side vehicles activities whether on or off-road; (b) my participation in such activities and/or use of such equipment may result in injury, including but not limited to body injury, fractures, partial and/or total paralysis, eye injury, blindness, death, or other injuries that could result in disability; (c) these risks and dangers may be caused by my own negligence, by the negligence of the owners, employees, breaches of contract, the forces of nature or other causes.

These risks and dangers may arise from foreseeable or unforeseeable causes and by my participation in these activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of myself, the owners, agents, officers, employees of Off The Beaten Path, or by any other person.

Furthermore, Off The Beaten Path personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

I agree to reimburse Off The Beaten Path for any damages I cause to any of their vehicles or equipment.

I hereby authorize Off The Beaten Path to publish photographs/videos and other media taken of me and/or my minor child accompanying me on my tour, and our name and likenesses, for use in the Off The Beaten Path print, online and video-based marketing materials, as well as Off The Beaten Path publications.

I understand that Off The Beaten Path reserves the right to refuse service to me, for any reason, including, but not limited to being under the influence of drugs or alcohol, reckless behavior or for not following the rules as outlined by the tour guide and the safety briefing. If I am refused service, I will not write any negative online reviews about the company in any form or fashion.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, forever discharge, hold harmless, and indemnify Off The Beaten Path, and its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in riding a side-by-side vehicle whether on or off-road.

I have read & understand the document and agree to be bound by its terms.
I certify the information entered below is true.

First & Last Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

DOB: _____ Weight _____

Phone: _____

Email: _____

Signature: _____

Date: _____

Staff Review & Signature: _____

Date: _____

Participant, Agreement, Release & Assumption of Risk For Children & Adolescents

(This is a legally binding contract. READ COMPLETELY before signing.)

Parents and guardians warrant they are legally responsible for the minor of which they are the primary caretakers. The signature of either parent or guardian shall be sufficient to bind both to this Agreement. The parent or guardian signing this agreement warrants the same is done for and on behalf of both parents or guardian. Parents/guardians warrant each will comply with and be bound by the provision set forth herein. The guardian warrants having been authorized by the court with appropriate jurisdiction and agrees to produce a Certified copy of Letters of Guardianship if requested.

Parents/guardians will be responsible for their children & adolescents at all times. Any parent/guardian who does not abide by the rules of this contract will be immediately terminated from the tour with no refund.

I/We have read the Participant Agreement, Release & Assumption of Risk form attached and by signing below I agree it is my intention to assume all risks and agree to accept full liability for my safety as well as any minor children/adolescents in my family.

Child/Adolescent First & Last Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

DOB: _____ Weight _____

Phone: _____

Email: _____

Parent/Guardian Signature: _____

Date: _____

Staff Review & Signature: _____

Date: _____