

ATV OPERATOR'S DEFENSE, INDEMNITY & HOLD HARMLESS AGREEMENT

This Agreement is made on the _____ day of _____ in the year 20____, between _____ a member of the Foothills ATV Riders, Inc. and any owner of real property over which an ATV trail maintained by the Foothills ATV Rider's, Inc. crosses.

In consideration for a landowner allowing Members, without charge or fee, to use, traverse and cross trails on the said landowner's real property, which trails are maintained by the Foothills ATV Riders, Inc. (hereinafter, the "Club") I covenant and agree as follows:

1. I understand that operating an ATV is a dangerous activity and expressly assume all of the risk, to the fullest extent of the Law, incident to such activity.
2. I, or my personal representatives, heirs or assigns, shall not file a lawsuit of any kind, or make any claim otherwise, including, but not limited to, personal injury or property damage, to the fullest extent permitted by the Law, against a property owner who gives the Club permission to ride on trails over their property.
3. I, or my personal representatives, heirs or assigns, agree to defend, pay all attorney fees, indemnify and hold such property owner harmless from any such claims or actions.
4. This document is intended to be as broad as permitted under the Law and to protect the landowner from assuming any liability In connection to the Club Members' use of trails over the property owner's land.
5. This document shall constitute, to the fullest extent permitted by law, a complete defense by the landowner to any action or claim brought by me or my personal representatives, heirs or assigns. Any action or claim shall be deemed frivolous, as defined by New York Law. I also agree that in the event that an unsuccessful lawsuit or claim is made by me or my personal representatives, heirs or assigns, that I or my personal representatives, heirs or assigns shall be liable to the landowner for all attorney fees, costs and disbursements and \$5000.00, which shall be liquidated damages (and not a penalty) for my breach of this agreement
6. Nothing herein creates any interest in real property accruing in favor of the Club or Member.
7. By signing this agreement, I also covenant to keep my ATV in good working order.
8. By signing this agreement, I also covenant and agree to ride safely, wear a helmet and proper protective equipment and maintain a policy of major medical and hospitalization insurance,
9. By signing this agreement, I also acknowledge that the property owner has no duty whatsoever in maintaining the trails, and if such a duty is implied at law, it shall be completely delegated to the Club.
10. I have been advised that if I wish, t may review this document with an attorney-before signing it because I am waiving certain rights I might otherwise have. 11. In case any provision of this Agreement Shall be held to be contrary to, or invalid, such illegality or invalidity shall not affect in any way any other provisions hereof, all of which shall continue, nevertheless, in full force and effect in any country, state or jurisdiction in which such provisions are legal and valid.

Sworn to Before me this _____
____ day of _____, 20____ Member

Notary Public