

# SMOKY MOUNTAIN ADVENTURE TOURS



## Tour Agreement and Waiver of Liability

### READ CAREFULLY

In consideration of Smoky Mountain Adventure Tours furnishing property to enable me to participate in motorized on and off-road vehicle activities, I agree as follows:

I fully understand and acknowledge that: (a) risks and dangers exist in my use of motorized off-road vehicles and my participation in motorized off-road vehicle activities whether on or off-road; (b) my participation in such activities and/or use of such equipment may result in my 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 (d) 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 Smoky Mountain Adventure Tours, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Smoky Mountain Adventure Tours, 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 use of motorized off-road vehicles on or off-road or my participation in motorized off-road vehicle activities either on or off-road. I specifically understand that I am releasing, discharging, and waiving any claims or actions that may have presently or in the future for the negligent acts or other conduct of myself, the owners, agents, officers, or employees of Smoky Mountain Adventure Tours.

I agree to reimburse Smoky Mountain Adventure Tours for any damages I cause to any of their vehicles or equipment by my failure to keep my UTV in the path of travel or by striking another UTV, rock or any other object.

I understand that Smoky Mountain Adventure Tours 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 HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SMOKY MOUNTAIN ADVENTURE TOURS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

\_\_\_\_\_ I agree that Smoky Mountain Adventure Tours can post pictures of me and my family on its website and use my likeness in their commercial publications and materials without compensation.

Signature of Applicant

Date

Signature of Parent or Guardian

Date

Minor #1

Minor #2

Minor #3