

Harpole's Heartland Lodge Inc. ATV Rules—For ALL ATV Riders

Harpole's Heartland Lodge Inc. (the "Lodge") allows for the use of guest or Lodge owned motorized vehicles designed to be operated off road, including traditional ATVs, UTVs, side by sides, dirt bikes, or other off-road vehicles approved by Lodge representatives ("All Terrain Vehicles" or "ATVs") on its property according to the following rules:

1. Before using any ATV on the Lodge property, all riders must sign the Release, Indemnification and Hold Harmless Agreement which is incorporated here by reference. Any rider under the age of 18 must have a parent or guardian sign with and for them. An underage operator may not operate any ATV that the manufacturer recommends be operated by an adult. All riders are encouraged to watch a safety video. **Helmets meeting or exceeding U.S. Department of Transportation or ANSI Z90-1 certification must be worn at all times when riding Lodge rented ATVs. The use of a helmet while riding guest ATVs is strongly recommended and encouraged.**
2. ATVs are to be unloaded and loaded only at the arena area. Paid campers may unload and load at their campsites.
3. Guests must pay \$30 per day (\$10 per day if lodging) to operate guest owned ATVs on Lodge property. The Lodge rents ATVs/ACEs for \$70 per hour and a RAZOR for \$125 per hour (Protection Plan Required). Riding hours for all ATVs are 9:00 a.m.- 5:00 p.m (Lodge ATV & Safe Passage Way). 9:00am – Dark (Guest own ATV on Original Park)
4. The use of designated ATV areas within the Lodge property is restricted to ATVs. No automobiles, pickup trucks, etc. are permitted past arena area without approval from the Lodge. The ATV areas include marked roads and trails only. ATVs should not be used on unmarked grass areas or in timber or creek crossings. ATVs of any kind should not be operated or parked in the following areas: IN SOD BY LODGE; IN MOWED GRASS AREAS BY LODGE; in clover, corn, or milo plots; in horse arena; in tall grasses on farm. ATV operation is prohibited from on or along any public roadways.
5. Guests may use their own ATVs on Lodge property at their own risk of damage to themselves, and their property. All ATVs must be equipped with functioning brakes and muffler, with noise level not to exceed eight-six (86) dba. ATVs must be equipped with a spark arrestor. **DO NOT RIDE IN TIMBER OR THRU CREEK CROSSINGS with Lodge ATVs or if you are not an experienced rider with a guest ATV turn around!** The Lodge charges a minimum of \$25, plus \$25 per hour, for any service call.
6. All Lodge rented ATVs/ACEs must be operated by only one rider at a time—No passengers are permitted. Lodge RAZOR allows 2 riders at a time—Passenger must be at least 12 yrs. old. Two riders are permitted on guest ATVs consistent with the ATV manufacturer's safety guidelines, instructions, and restrictions. Must wear seat belt and fasten safety netting at all times when renting an ACE.
7. All ATVs operated on the Lodge property must be operated in a safe and responsible manner. Jumps, stunts, bumping, cutting in front of other riders, or other unsafe acts are prohibited at all times.
8. The ATV speed limit within parking and camping areas is five (5) miles per hour. Speed limit on trails is twenty (20) miles per hour. Speed limit on the main road on the Lodge farm is thirty (30) miles per hour. Operating ATVs at unreasonable speeds may expose the rider to additional injuries. The stated speed limit is for recommendation purposes only and lower speeds may be appropriate given conditions, visibility, and driver experience.
9. Operation of an ATV while under the influence of alcohol or drugs is prohibited on the Lodge property. Alcohol is not permitted on the ATV trails. **DO NOT LITTER.** Place all trash and CIGARETTE BUTTS in trash containers located throughout the Lodge property.
10. Horses have the right of way in all Lodge property areas. Please stop and turn off your ATV until horses are a safe distance away. Do not approach horses while operating an ATV. If you see horses ahead of you, please take another route.
11. Violation of any of the above rules may result in loss of riding privileges for duration of stay at the sole discretion of the Lodge.
12. **Rentals**—Riders renting Lodge ATV/ACEs/RAZOR for themselves, significant other, family members, friends or colleagues assume responsibility for any damage or misuse of ATV and will cover costs of any damage repair from misuse, lost revenue, travel and labor costs transporting ATV to dealer for repair. Lodge ATVs should be shifted from neutral into reverse and never directly from drive to reverse. A \$1,000 damage deposit will be charged to the renter's credit card for ATVs/Aces or \$1500 for a RAZOR. I authorize the Lodge to process this charge/deposit if any damages occur to my ATV or deposit I am paying for my significant other, family members, friends or colleagues in the sole discretion of the Lodge. I also authorize you to charge this card for any damages exceeding \$1,000/\$1,500. (I also agree to pay any attorney fees Harpole's Heartland Lodge Inc may encounter while collecting the fine.)

Card Type _____ Card Number _____ Exp _____ AVS/CCV # _____

13. **Rentals**—I have inspected the Lodge ATV and reported any damages as follows: _____

14. **Rentals**—I understand a Lodge employee will inspect the ATV for damages after rental.

I KNOW THAT OPERATING ATVS HAS BEEN THE CAUSE OF SERIOUS INJURY OR DEATH BECAUSE OF THE RISKS INHERENT IN OPERATION, AS WELL AS TRAIL CONDITIONS AND OPERATOR MISUSE. I AGREE TO RIDE WITH CARE AT ALL TIMES AND TO STAY ALERT.

Signature _____ Print Name _____ Date _____

Print Child/Minors Name/s _____ Lodge Representative _____ (Over)

Reservation #: _____

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in activities, and for other good and valuable consideration, I hereby agree to **release and discharge from liability** arising from negligence *Harpole's Heartland Lodge, Inc., Harpole's Properties Inc., Harpole's OHV Park, Inc., and any other affiliated entities* and their owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that my stay or use of Releasee's facilities and participating in, but not limited to, **hunting, hayrides, horse rides, ATV riding, sporting clays, hiking, fishing, bonfires, climbing stairs, paintball, bike riding, and target shooting** activities involves both known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage in bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated.
2. I agree to follow any rules of the activity or activities that I am participating in and know that violation of those rules may result in exposure to additional injuries. I agree to abide by all rules posted or made available to me by Releasees or their employees.
3. **I expressly accept and assume all of the risks inherent in any activity or that might have been caused by the Releasees.** My participation in an activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation and notify Releasees or their employees.
4. For activities involving the use of horses, I am aware of the Illinois Equine Activity Liability Act and that I expressly assume the risk and legal responsibility of injury, loss, and damage to the person or property resulting from the risk of equine activities. I further represent that I am capable and competent to possess, manage, and ride the animal during the period of the bailment and that I will use ordinary care in the use of the animal and associated equipment.
5. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees 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 their equipment or facilities, arising from negligence. This release does not apply to claims arising from Releasees' intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I grant the unqualified right and authorize Releasees, to make and copyright images of me and/or any property owned by me while on releasee's property, and to publish, use or distribute such images, or my name, anywhere, at any time for any commercial, public, or private purpose, and in any manner. I waive all right of inspection or approval and release Releasees of and from any and all liability, claims or demands, which I or anyone acting on my behalf, for upon or by reason of the publication, use or distribution of such images or my name. Any items missing or damages to the room or property will be charged to the credit card on file.
7. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage to myself or others. I further represent that I have no medical or physical condition which could interfere with my safety in any activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
8. In the event that I, or anyone on my behalf, file a lawsuit in violation of the terms of this agreement, I agree to do so in Pike County, Illinois, and I further agree that the substantive law of Illinois will apply.
9. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am injured or my property is damaged during my participation in any activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document, and I agree to be bound by its terms.**

Signature _____ Print Name _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ E-mail _____ Date _____
 Emergency Contact _____ Phone _____

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)**

In consideration of _____ (PRINT minors' names) being permitted to participate in this activity, I further agree to the terms of this agreement and to supervise the minor to ensure the rules of each activity are followed and general safety of the minor.

Parent or Guardian _____ Print Name _____ Date _____

(If notarization is required, please sign & stamp this side of form.)