



Non-Guardian & MINOR Waiver

- A minor is a driver/rider/passenger under the age of 18.
- The last **two** pages are medical release forms for minors *unaccompanied by a legal guardian. They MUST be notarized.*

PLEASE FILL OUT ALL FORMS

- 1. Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement**
 - 2. Consent, Release, Waiver of Liability, Assumption of Risk**
 - 3. Authorization for Medical/Surgical Treatment**
- (NOTE: "Signature of Authorized Person" must be witnessed by a North Coast Adventure associate.)**

Thank you for your cooperation.

***Hamilton's North Coast Adventures LLC
912 Harrison Street
Wakefield, MI 49968
(608) 577-6653***

11/2020

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of receiving from "HAMILTON'S NORTH COAST ADVENTURES LLC" permission to enter upon the premises of this off-road facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a lessee of machinery and equipment, driver, mechanic, owner, attendant, participant, spectator, bystander, child, spouse, relative or in any other capacity, in any off-road driving, as either a lessee, driver, passenger or spectator, riding or race event held at these premises, each of the undersigned hereby releases "HAMILTON'S NORTH COAST ADVENTURES LLC (the Releasees), and their officers, directors, agents servants employees and licensees and any licensed promoter, and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including paralysis and death, that may be sustained by any or each of the undersigned, leased to, owned by, sanctioned by, or under the control of supervision of "HAMILTON'S NORTH COAST ADVENTURES LLC", or en route to or from these premises, or any other premises owned, leased to or under the control or supervision of "HAMILTON'S NORTH COAST ADVENTURES LLC" which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees.

Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching any of the events, races, or driving held at said premises, hereby elects voluntarily to enter upon said premises, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time that each of the undersigned is upon the same premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of "HAMILTON'S NORTH COAST ADVENTURES LLC", and their officers, directors, agents, servants, employees and licensees.

I certify that the vehicle/machine I bring to this facility is/are lawfully registered, inspected and insured and that I have no knowledge of any condition that might render the vehicle/machine unsafe in any way. 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 myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activities, scheduled or unscheduled, as herein described. Furthermore, I certify that I will use the vehicle/machine in the manner that the machine was intended for use.

The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence, of the Releasees, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses. Jurisdiction and Venue of any suit shall be solely in the Fountain Circuit Court, Fountain County, Indiana. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

I hereby grant the Releasees the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I hereby release the photographer and his or her legal representative and assigns from all claims and liability relating to said photographs.

CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.

I have read this release, waiver of liability, assumption of risks and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law.

In Witness Whereof, each of the undersigned has hereunto set his/her hand and seal this _____ day of

_____, 20_____.

Minor Signature Required _____

Printed _____

Parent Signature Required _____

Printed _____

CONSENT, RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR MINOR

I/We the parent, or custodial parent if divorced, or legal guardian hereby authorize (Name of Child) _____ (Date of Birth) _____ (Day and Date of Event) _____ to participate in motorized off the road activities at the location operated by **HAMILTON'S NORTH COAST ADVENTURES LLC** a Michigan LLC located in Wakefield, Gogebic County, Michigan on the above date.

It is understood by me that **my child is participating AT THEIR OWN RISK** and that I, as the parent, or custodial parent if divorced, or legal guardian, have full legal authority to execute this Consent and Release, Hold Harmless, Assumption of Risk and Indemnification Agreement required to be executed by me prior to my child participating this day.

I understand this Release, Hold Harmless, Assumption of Risk and Indemnification Agreement waives valuable legal rights for me and my child and creates obligations for me to "HAMILTON'S NORTH COAST ADVENTURES LLC". I understand my child may suffer serious and permanent injuries or death as a result of participation. I understand that this contract releases and holds harmless "HAMILTON'S NORTH COAST ADVENTURES LLC" and their officers, directors, shareholders, agents, servants, employees and licensees from any and all liability for injury, death or property damage including that caused by the negligent acts of omission or commission by "HAMILTON'S NORTH COAST ADVENTURES LLC" and their officers, directors, shareholders, agents, servants, employees and licensees to the fullest extent of the law.

I hereby understand and agree that by signing this document that I agree to indemnify and hold harmless "HAMILTON'S NORTH COAST ADVENTURES LLC" and their agents, servants, employees, licensees, officers, directors and shareholders from any and all liability of every nature and kind as a result of my child being injured or killed or any property damage to my property or others property and that I further agree to indemnify such entities and persons from any damages, attorney' s fees, court costs, expert witness fees and expenses and any other costs or expenses incurred by said entities or persons.

By signing this Agreement, I declare I have read this release, waiver of liability , assumption of risk and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it in order for my child to participate, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law and I agree to be bound by all terms, conditions and obligations therein.

Printed Name of Parent/Legal Custodian

Signature of Parent/Legal Custodian

Driver's License Number

10 Digit Phone Number

Person and Phone Number to Contact in Emergency

Person (Please Print)

Phone Number

Received by: _____ Date: _____
"HAMILTON'S NORTH COAST ADVENTURES LLC"

AUTHORIZATION FOR MEDICAL/SURGICAL TREATMENT OF MINORS

I, _____ being the custodial parent and/or legal guardian of
(Print Name)

_____, born _____ in _____. And pursuant to **I.C.**
(Name of Child) (Date of Birth) (State)

16-36-1-1 et seq., do hereby authorize _____ and/or _____
(Print Name of Authorized Person) (Print Name of Authorized Person)
to consent to and secure for or on my behalf medical and/or surgical treatment for our child.

The consent of any person listed below shall be the equivalent of consent by us personally and any physician, hospital, clinic or other medical establishment, including emergency medical personnel, may relay upon said consent in rendering medical treatment to said child, including, but not limited to, diagnoses, treatment, medication and surgery.

This consent shall remain in effect until revoked in writing by the undersigned but no more than sixty (60) days from the date of execution.

The adult person/s authorized to secure for and on our behalf medical and/or surgical treatment for and on behalf of our children are:

Printed Name of Authorized Person

Printed Name of Authorized Person

Signature of Authorized Person

Signature of Authorized Person

(Signature of authorized person(s) can be obtained at the time of arrival to North Coast Adventure Park and does not need to be notarized.)

EMERGENCY CONTACT INFORMATION:

Name: _____

Phone: (_____) _____

Name: _____

Phone: (_____) _____

INSURANCE INFORMATION:

Name of Health Insurance Company: _____

Policy # or I.D.#: _____

Address of Carrier: _____

Known Allergies or conditions we should be aware of: _____

I affirm under the pains and penalties of perjury that the foregoing representations are true and correct.

Parent/Legal Guardian Printed Name

Signature

Date

Before me, a notary public in and for said county and state, personally appeared _____(Date) who acknowledged the execution of the foregoing Consent and Authorization for Medical Treatment and stated that the representations contained therein are true and correct to the best of their knowledge and belief.

Notary Public:

Signature: _____ Printed: _____

Date: _____ Seal

My Commission Expires: _____

Received by: _____ Date: _____ "HAMILTON'S NORTH COAST ADVENTURES LLC"
