

LICENSE AND RELEASE AGREEMENT FOR ATV'S AND ANY OTHER FORM OF TRANSPORTATION OPERATED ON THE FESTIVAL/CAMPGROUNDS

Note:

Fill in the form and print this page. You are not sending this electronically! After you fill in the appropriate areas, print this page and bring it to the festival with you. The form will be witnessed on site.

AGREEMENT AND RELEASE FROM LIABILITY

This Agreement and Release from Liability entered into between Poppy Mountain Festivals, Inc. and the individual listed below;

(Name)

(Address, City, State, Zip)

Hereinafter the "Operator".

WHEREAS, Poppy Mountain Festivals, Inc. and, as part of the festival activities, permit individuals attending the Festival to operate four wheel vehicles and other forms of transportation vehicles (hereinafter called "Vehicle") on the festival/campgrounds.

WHEREAS, the Operator desires to operate a Vehicle during the festival/campground.

THEREFORE, the parties agree as follows:

1. The rules for use of Vehicles during the Festival are as follows:
 - A. The Operator must be at least 16 years of age. If not 18 years of age, parent or legal guardian must also sign this agreement.
 - B. The Operator shall not operate a Vehicle while impaired by the use of alcohol, drugs or other intoxicants while operating a Vehicle.
 - C. At no time may the Operator have the Vehicle in the stage area of the Festival.
 - D. No double riding unless the Vehicle has been designed by the manufacture to carry more than 2 people otherwise, each Vehicle is to carry only the Operator.
 - E. No riding after midnight.
 - F. The Operator shall follow all the Kentucky Motor Vehicle laws and regulations.
 - G. The Operator shall use all standard safety gear.
 - H. The Operator assumes the risk of all activities involving the Vehicles.

1. Due to change of ownership, the Operator must obtain a new license from Poppy Mountain Festivals, Inc. prior to operating the Vehicle. The license is not transferrable. If another Operator will be using the same Vehicle, the other Operator must have his or her own license. The license is valid until revoked.
2. Poppy Mountain Festivals, Inc. will charge for the privilege of using Vehicles on the Festival/campgrounds. All riders, parents or guardians, shall adhere to age limits imposed by the manufacturers and shall assume all responsibilities and liabilities.
3. The Operator shall be responsible for any personal injury to Operator or any other person(s) and for any property damage which results from his/her use of the Vehicles. Furthermore, the Operator shall assume all liability and hold Poppy Mountain Festivals, Inc. from any liability. The Operator shall indemnify Poppy Mountain Festival, Inc., its employees and officers for any damage or injury caused by the Operator's use of the Vehicle.
4. Poppy Mountain Festivals, Inc., may revoke the Operator's license and the privilege of using the Vehicle on the Festival/campgrounds if the Operator violates the rules established in this Agreement and/or any additional rules posted on the Festival/campgrounds. If the Operator fails to surrender the license and to cease using the Vehicle upon request, then Poppy Mountain Festival, Inc. can confiscate the Vehicle. The Vehicle will be returned at the conclusion of the Festival.
 - a. The Operator shall be solely responsible for any personal injury to Operator and another person (s) and for any property damage which arises out of or results from his/her use of the Vehicles. Further, the Operator shall assume all liability for the operation and use of the Vehicles and shall hold Poppy Mountain Festivals, Inc. its subsidiaries, employees, agents and officers harmless from any liability arising out of, resulting from or caused by the Operator's use or possession of the Vehicle, including attorney fees and costs.
5. By issuing a license shall in no way make Poppy Mountain Festival, Inc. or its officers liable in any way. Operator shall be solely responsible for the security of the Vehicles.

OPERATOR:

DATE:

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- UNDER AGE 18: BY SIGNING ABOVE, PARENT OR GUARDIAN TAKE FULL RESPONSIBILITY FOR THE ACTIONS OF THE MINOR CHILD AND AGREE TO BE RESPONSIBLE FOR THE CHILD'S ACTIONS.

WITNESS: _____ DATE: _____

