JACKSON
ATV/UTV SERVICES

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ATV SHOP LIABILITY WAIVER AND RELEASE FORM

Business Name: Jacksons ATV/UTV Services
Address: 140 South Church St Thornville, Ohio 43076
Phone: 740-707-7187
Email:

Customer Information

Full Name: _____
Date of Birth: ____ / ____ / _____
Phone Number: _____
Email Address: _____
Driver's License #: _____ State: _____

Purpose of Visit

(Please check all that apply)

☐ Purchasing ATV
☐ Test Riding ATV
☐ Servicing / Repairing ATV
☐ Viewing Inventory
☐ Other: _____

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

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.

In consideration for being permitted to enter, use, or be on the premises of [Your Shop Name], and/or to test, handle, ride, or be in proximity to any ATV (All-Terrain Vehicle), I agree to the following:

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1. Assumption of Risk

I acknowledge and understand that ATVs are powerful motorized vehicles that involve inherent risks, including but not limited to:

- Loss of control
- Collision or rollover
- Mechanical failure
- Injury from other individuals
- Property damage or bodily harm

I voluntarily assume all risks related to being on the premises and/or handling, riding, or interacting with any ATV.

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2. Waiver and Release of Liability

I hereby release, waive, and discharge **[Your Shop Name]**, its owners, employees, agents, successors, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to:

- Any injuries (including death), damages, or losses
- Use or misuse of any ATV
- Activities conducted on or off the business premises, including parking lots or test areas

This release applies regardless of whether such damages or injuries are caused by the negligence of the business or its staff.

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3. Indemnification

I agree to indemnify and hold harmless [Your Shop Name] from any loss, liability, damage, or cost incurred due to my actions, negligence, or willful misconduct while on the premises or while operating or being near an ATV.

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4. Safety Rules and Test Ride Conditions (if applicable)

- I affirm that I hold a valid driver's license.
- I agree to wear appropriate safety gear (helmet, goggles, etc.).
- I will obey all instructions and safety rules provided by the staff.
- I confirm I am **not under the influence** of alcohol, drugs, or medications that impair my ability to safely operate an ATV.

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5. Damage Responsibility

I agree to be financially responsible for any damage I cause to property, equipment, or ATVs while on the premises or during any test ride.

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6. Medical Declaration

I confirm that I am in good health and have no known conditions that would impair my ability to safely operate or be near an ATV.

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7. Photo & Video Release (Optional)

☐ I give permission to [Jackson ATV/UTV services] to use any photos or videos taken during my visit for marketing or promotional purposes.

Acknowledgment and Signature

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY. I AM SIGNING THIS DOCUMENT VOLUNTARILY AND UNDER MY OWN FREE WILL.

Signature: _____
Date: ____ / ____ / _____

Printed Name: _____

Parent/Guardian Signature (if under 18): _____
Date: ____ / ____ / _____
