



## **Minor Forms**

**A minor is a driver/rider/passenger under the age of 18. These forms are to be filled out if the parent/legal guardian is NOT coming with the child.**

**The child MUST still be accompanied by the Authorized Adult (on page 3) while riding at the Badlands.**

### **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 Adult" must be completed in front of a Badlands associate.)**

**All forms MUST be notarized.**

**Thank you for your cooperation.**

***Badlands Off Road Park  
3968A N Xavier Road  
Attica, IN 47918  
(765) 762-2981***

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

In consideration of receiving from TERRA ADVENTURES INC 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 TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC, ATTICA VACATION RENTALS and OFF THE TRAIL VACATION RENTALS AND CAMPGROUND (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 TERRA ADVENTURES INC, STYLE K INC, or ATTICA VACATION RENTALS or OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, or en route to or from these premises, or any other premises owned, leased to or under the control or supervision of TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC, or ATTICA VACATION RENTALS or OFF THE TRAIL VACATION RENTALS AND CAMPGROUND **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 TERRA ADVENTURES INC, and/or SAIDAL LLC and/or, STYLE K INC and/or, ATTICA VACATION RENTALS and/or, OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, 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 \_\_\_\_\_

\*\*\*\*\*  
**Notary Public:**

Signature: \_\_\_\_\_ Printed: \_\_\_\_\_

Date: \_\_\_\_\_ Seal

My Commission Expires: \_\_\_\_\_

Received by: _____	Date: _____
Terra Adventures, Inc. Badlands Off Road	

**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 Terra Adventures Inc. an Indiana corporation d/b/a The Badlands Off Road located in Attica, Fountain County, Indiana 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 TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC, and OFF THE TRAIL VACATION RENTALS AND CAMPGROUND. 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 TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC, and OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, 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 TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC and OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, 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 TERRA ADVENTURES INC, SAIDAL LLC, STYLE K INC, and OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, 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

\_\_\_\_\_  
Drivers License Number

\_\_\_\_\_  
10 Digit Phone Number

**Person and Phone Number to Contact in Emergency**

\_\_\_\_\_  
Person (Please Print)

\_\_\_\_\_  
Phone Number

**Notary Public:**

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Seal

My Commission Expires: \_\_\_\_\_

Received by: \_\_\_\_\_  
Terra Adventures, Inc. Badlands Off Road

Date: \_\_\_\_\_

## AUTHORIZATION FOR MEDICAL/SURGICAL TREATMENT

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 Adult) (Print Name of Authorized Adult)  
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 not more than sixty (60) days from the date of execution. These forms must be done each time the minor visits.**

The adult person/s authorized to secure, and **must accompany while riding**, for and on our behalf medical and/or surgical treatment for and on behalf of our children are:

\_\_\_\_\_  
Printed Name of Authorized Adult      Printed Name of Authorized Adult

\_\_\_\_\_  
Signature of Authorized Adult\*\*      Signature of Authorized Adult\*\*  
**(\*\*Signature of authorized person(s) must be obtained at the time of arrival to Badlands Off Road Park. Please do not sign this prior to arrival. This section is not a part of the notary.)**

### 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: _____
Terra Adventures, Inc. Badlands Off Road	