

ATV/UTV RULES AND REGULATIONS

ATV/UTV are allowed to be driven on MPPOA property.

The following regulations MUST be followed:

- Must be a “Member in Good Standing”.
- Registration fee: \$40.00 for initial registration sticker and flag. Then a yearly \$30.00 registration fee for a new, different colored flag must be purchased at the MPPOA office. Current registration and insurance must be provided yearly.
- All State Laws MUST be followed. It is your responsibility to know them.
- Proof of Liability Insurance must be provided, maintained, and always carried with vehicle. Owners of ATV/UTVs are responsible for all fines issued and take responsibility for all liability.
- A PA registration plate MUST be always attached to the back of the machine.
- Speed Limit: 15 MPH. All Stop Signs must be obeyed.
- You must be 16 years of age to operate the UTV/ATV without supervision. The parent or guardian of a minor 16-17 years of age must accept and sign a mandatory **Acceptance of Responsibility Form**.
- No more passengers than the seats provided may ride on the ATV/UTV.
- ATV/UTVs must maintain satisfactory headlights, tail lights, and have a muffler.
- ATV/UTVs must park in designated parking areas when on the common grounds.
- Violators are subject to fines from \$50 - \$100 + costs and/or will be banned from Mt. Pocahontas roads.
- Please adhere to the quiet hours:
Sunday – Thursday 10 PM- 8 AM and Friday – Saturday 11 PM – 8 AM

ACCEPTANCE OF RISK AND RESPONSIBILITY RELEASE

I, the undersigned, being above age eighteen, and the legal guardian of the children between 16-17 years old listed below, in consideration of the Rules and Regulations of Mt. Pocahontas P.O.A. and in consideration of the allowance for children between 16-17 years old to drive a UTV/ATV on MPPOA property, do hereby agree to release and discharge MPPOA on behalf of my heirs, assigns, personal representative and estate as follows:

ACKNOWLEDGEMENT OF RISKS: The undersigned acknowledges that driving or riding in a UTV/ATV is not without certain known and unknown risks. The following includes some, but not all, of the risks of participating in driving or riding in a UTV/ATV on MPPOA property: (1) personal injury; property damage; collision with trees and/or other vehicles; manufacturing defects; obstacles such as branches, trees, sinks, depressions, gullies, fences, hidden stumps or rocks; changing weather conditions; snow storms; acts of God; road conditions; (2) acts of others; (3) contact with animals; (4) the undersigned's physical condition; (5) unavailability of immediate medical or emergency treatment in case of injury; (6) consumption of food or drink.

I understand and acknowledge the above list is not complete or exhaustive, and that other risks, known or unknown, identified, or unidentified, anticipated, or unanticipated, may also result in bodily injury, death, illness, or damage to myself, to my property or to others. I expressly accept those risks not specifically listed above as well.

ACCEPTANCE OF RISK AND RESPONSIBILITY: Being aware that driving or riding in a UTV/ATV entail known and unknown risks of injury to myself, the 16-17 years old I allow to drive, and to others, I expressly agree to accept all risks, whether expressly listed herein, including, but not being limited to, risks of bodily injury arising from my participation. Driving or riding in a UTV/ATV is purely voluntary, no one is forcing me, or those riding with me, to participate, and I elect to participate despite the known and unknown risks.

RELEASE: I hereby voluntarily release and forever discharge MPPOA, its officers, directors, employees, members, successors and assigns from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with my driving or riding in a UTV/ATV, or any other person that I allow to drive or ride with me. Including specifically, but not limited to, death, illness, or damage to myself, those with me, or to my property. I further agree to hold harmless and indemnify MPPOA, its officers, directors employees, successors and assigns from all damages, defense costs, attorneys' fees, and any other costs incurred in connection with claims for bodily injury or property damage which I may acquire or which I may negligently or intentionally cause to others in the course of my or any other person driving or riding in a UTV/ATV.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR IF PROPERTY IS DAMAGED WHILE I, OR THOSE I ALLOW, AM DRIVING OR RIDING IN AN ATV/UTV, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST MPPOA.

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT:

I understand and acknowledge that by signing this document, I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against MPPOA, its officers, directors, employees, members, successors, and assigns.

I understand and acknowledge that by signing this document I have also assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me because of driving or riding on an ATV/UTV. My signature below indicates that I have read this entire document, understand it completely, understand it affects my legal rights and waives my right to sue MPPOA, its officers, directors, employees, successors and assigns and I agree to be bound by its terms.

Name _____
Signature _____ Date _____
Address _____
City/State _____ Zip Code _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION AND RELEASE
(MUST RE COMPLETED FOR ALL PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of my children between 16-17 years old listed here:

(print each minor's name that is between 16-17 years old)

being permitted by MPPOA to drive an ATV/UTV, I agree to all of the provision set forth above on behalf of the Minors I have listed, and I further agree to release, indemnify and hold harmless MPPOA, its officers, directors, employees, members, successors and assigns from any and all claims which are brought by or on behalf of the Minors listed.

I further acknowledge that each Minor is required to use a seat belt at all times, when available, while driving an ATV/UTV and I assume responsibility for complying with this requirement.

Signature