

## **ATV RULES AND REGULATIONS**

Safety first and respect other!

1. ATV operation is restricted to RESIDENTS and their guests, 18 years and older, licensed and insured who have previous Board approval. Guests must be accompanied by resident at all times.
2. Signed waivers are required to acknowledge acceptance of all rules and regulation and releasing Trail West and Young Life of all liability.
3. Only two machines belonging to any family would be allowed in use at one time.
4. All machines must have current ATV State Parks sticker and pass Colorado sound requirements.
5. Usage is confined to established roads or other approved areas of access only. Anyone observed infringing on green belt/common area, the 40-acre tract or private property would immediately have their privileges revoked.
6. Use of ATVs should be for point to point access and not as a general means of transportation in the neighborhood.
7. Riders must observe a 15-mph maximum speed limit and respect and observe the rights of all others using Trail West Village roads. Special effort should be made to ensure that no resident has cause for concern or complaint.
8. Lights must be on while in use on Trail West Village roads.
9. Usage prohibited from dusk to dawn.
10. The violation of any of these rules or regulations by any participating member or guest will be cause for immediate revocation of privileges. The Board reserves the right to revoke this permission at any time.

## **RELEASE OF LIABILITY / LIABILITY WAIVER FORM**

By signing below, I/we acknowledge that riding on Trail West Village roads will be completely at my/our own risk and that I/we accept the above conditions of use.

In consideration for being allowed use of Trail West Village roads, and intending to be legally bound, I/we hereby agree for myself/ourselves and on behalf of all of my/our family and heirs to release Trail West Association and its property owners, agents, representatives, directors, officers and fellow riders, as well as the Trail West Lodge and it's properties, from any and all liability, claims, demands or any causes of action, and not to sue or otherwise make any claim against said entities whatsoever for any reason which may arise during my/our use of said roads.

I/we also agree to indemnify and hold the released parties harmless from all claims, judgements, expenses and costs, including but not limited to attorney's fees, incurred in connection with any claims brought as a result of my/our participation of road use and which are released by the terms of this agreement.

I/we intend this RELEASE OF LIABILITY to be effective whether or not any accident, loss, damage, injury or death RESULTS FROM THE NEGLIGENCE of which a reasonably careful person would do, or the doing

of an act which a reasonably careful person would not do, under the same or similar circumstances, to protect himself/herself, or others, from accident, injury or death.

I/we agree to be solely responsible for my/our own safety and to take every precaution to provide for my/our own safety and well being as well as all other parties using TWA roads. This RELEASE AND WAIVER expires one year from the Board approval date.

I/we agree and accept the above conditions of use.

{Signed and dated by each participating member}

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Printed name	Signature	Date
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Printed name	Signature	Date
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Board Approval		
Printed name	Signature	Date
Printed name	Signature	Date
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