

## **SPARTA REVITALIZATION COMMITTEE PARADE**

### **PARTICIPANT WAIVER AND RELEASE FROM LIABILITY**

#### **AND IMAGE RELEASE**

In consideration of allowing me, the undersigned, to participate in any way in the above referenced Sparta Revitalization Committee, a North Carolina Not for Profit Entity, sponsored Parade or related events and/or activities (collectively referred to as the "Event"), I, for myself, and on behalf of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, knowingly and voluntarily enter into this Participant Waiver and Release of Liability Agreement.

I, the undersigned, acknowledge, covenant and agree that:

1. I understand and acknowledge that participation in Parade activities on public highways entails known and unanticipated risks. I am aware of the risks associated with traveling to and from as well as participating in the Event and its related activities, which may include, but are not limited to the following: physical injury; emotional injury; sickness and disease; permanent disability; paralysis; heart attack; death; damage to myself, to equipment/property, or to third parties; contact with other participants, spectators, animals; exposure to extreme conditions; heat exhaustion; sunburn; dehydration; land, water, and surface hazards; contact with natural or man made objects; equipment failure; animal bites and/or stings; consumption of food or drink; my own physical condition and the condition associated with this activity; situations beyond the control of the Event Organizers; and other undefined, not readily foreseeable and presently unknown risks and dangers. I understand that these outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Event location. Nonetheless, I assume all related risks and responsibilities, both known or unknown to me, of my participation in the Event, including travel to, from during the Event for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event and its activities.

2. I hereby release, forever discharge, agree to indemnify and hold harmless the following parties: Sparta Revitalization Committee, its members, staff, employees; the Event Directors; Volunteers, Organizers and Promoters; Sponsors; Advertisers; the Host Organization; Venue and Property Owners or Operators upon which the Event takes place; Law Enforcement Agencies; The Town of Sparta and other Public Entities providing support for the Event (collectively the "Releasees"); and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, and volunteers, with response to any claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If the Event or Releasees incurs any of these types of expenses, I agree to reimburse them.

3. I attest and verify that, unless otherwise indicated, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event. I agree that it is my sole responsibility to determine whether I am physically fit and

sufficiently trained to participate in the Event. I understand that I am responsible for my own safety and well being at all times and under all circumstances while at the Event. I knowingly and freely assume and accept all of the risks existing in this activity. I agree that my participation in all activities associated with the Event is entirely voluntary.

4. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify the Event and its Releasees from any and all liability or claims arising out of such treatment. I agree to be financially responsible for any costs incurred for first aid, medical care or treatment.

5. I grant unlimited permission for the Event and Releasees to use, reproduce, sell and distribute any and all photographs, images, videotapes, motion pictures, recording, or any other depiction of any kind of me or of my participation in the Event or related activity for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, agree to be bound by the terms and conditions, acknowledge that I will be giving up substantial legal rights by signing this Agreement, acknowledge that I have signed this Agreement freely and voluntarily without any inducement, and intend for my signature to serve as a confirmation of my complete acceptance of terms, conditions and provision of this Agreement. If any provision of this Agreement is held to be unlawful, void, or unenforceable, the remaining document shall remain in effect. Minors: If Under 18 In consideration of Participant, being permitted to participate in the Event and its activities, I give my permission for Participant to participate in the Event in and its activities, and by my signature below I fully ratify, accept and agree to all of the terms of the above Agreement both for myself individually and as a legal parent or guardian of the Participant.

6. Any all terrain vehicle that is operated in the parade shall be subject to the North Carolina General Statutes §20-171.15 (see attached) which includes the wearing of eye protection and safety helmet while on a public street or public vehicular area.

I have read, understand and fully agree to the terms of this Waiver and Release. I understand and confirm that by signing this Waiver and Release I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. I hereby certify that I am 18 years of age or older, mentally competent to enter into this waiver, or this waiver is being signed by my parent and/or guardian and I have (or my parent/guardian has) read the above carefully before signing.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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PARTICIPANT SIGNATURE  
(or parent /guardian of participant)

## North Carolina General Statutes

### Part 10C. Operation of All-Terrain Vehicles.

#### § 20-171.15. Age restrictions.

(a) It is unlawful for any parent or legal guardian of a person less than eight years of age to knowingly permit that person to operate an all-terrain vehicle.

(b) It is unlawful for any parent or legal guardian of a person less than 12 years of age to knowingly permit that person to operate an all-terrain vehicle with an engine capacity of 70 cubic centimeter displacement or greater.

(c) It is unlawful for any parent or legal guardian of a person less than 16 years of age to knowingly permit that person to operate an all-terrain vehicle with an engine capacity greater than 90 cubic centimeter displacement.

(d) It is unlawful for any parent or legal guardian of a person less than 16 years of age to knowingly permit that person to operate an all-terrain vehicle unless the person is under the continuous visual supervision of a person 18 years of age or older while operating the all-terrain vehicle.

(e) Subsections (b) and (c) of this section do not apply to any parent or legal guardian of a person born on or before August 15, 1997, who permits that person to operate an all-terrain vehicle and who establishes proof that the parent or legal guardian owned the all-terrain vehicle prior to August 15, 2005. (2005-282, s. 2.)

#### § 20-171.16. Passengers.

No operator of an all-terrain vehicle shall carry a passenger, except on those vehicles specifically designed by the manufacturer to carry passengers in addition to the operator. (2005-282, s. 2.)

#### § 20-171.17. Prohibited acts by sellers.

No person shall knowingly sell or offer to sell an all-terrain vehicle:

- (1) For use by a person under the age of eight years.
- (2) With an engine capacity of 70 cubic centimeter displacement or greater for use by a person less than 12 years of age.
- (3) With an engine capacity of greater than 90 cubic centimeter displacement for use by a person less than 16 years of age. (2005-282, s. 2.)

#### § 20-171.18. Equipment requirements.

Every all-terrain vehicle sold, offered for sale, or operated in this State shall meet the following equipment standards:

- (1) It shall be equipped with a brake system maintained in good operating condition.
- (2) It shall be equipped with an effective muffler system maintained in good working condition.
- (3) It shall be equipped with a United States Forest Service qualified spark arrester maintained in good working condition. (2005-282, s. 2.)

#### § 20-171.19. Prohibited acts by owners and operators.

(a) No person shall operate an all-terrain vehicle on a public street or highway or public vehicular area unless the person wears eye protection and a safety helmet meeting United States Department of Transportation standards for motorcycle helmets.

(a1) No person under 18 years of age shall operate an all-terrain vehicle off a public street or highway or public vehicular area unless the person wears eye protection and a safety helmet meeting United States Department of Transportation standards for motorcycle helmets.

(a2) Notwithstanding subsection (a1) of this section, a person who is under 18 years of age and employed by a supplier of retail electric service, while engaged in power line inspection, may operate an all-terrain vehicle while wearing both of the following:

(1) Head protection equipped with a chin strap that conforms to the standards applicable to suppliers of retail electric service adopted by the Occupational Safety and Health Division of the North Carolina Department of Labor.

(2) Eye protection that conforms to the standards applicable to suppliers of retail electric service adopted by the Occupational Safety and Health Division of the North Carolina Department of Labor.

(b) No owner shall authorize an all-terrain vehicle to be operated contrary to this Part.

(c) No person shall operate an all-terrain vehicle while under the influence of alcohol, any controlled substance, or a prescription or nonprescription drug that impairs vision or motor coordination.

(d) No person shall operate an all-terrain vehicle in a careless or reckless manner so as to endanger or cause injury or damage to any person or property.

(e) Except as otherwise permitted by law, no person shall operate an all-terrain vehicle on any public street, road, or highway except for purposes of crossing that street, road, or highway.

(f) Except as otherwise permitted by law, no person shall operate an all-terrain vehicle at anytime on an interstate or limited-access highway.

(g) No person shall operate an all-terrain vehicle during the hours of darkness, from one-half hour after sunset to one-half hour before sunrise and at anytime when visibility is reduced due to insufficient light or atmospheric conditions, without displaying a lighted headlamp and taillamp, unless the use of lights is prohibited by other applicable laws. (2005-282, s. 2; 2006-259, s. 10(a); 2011-68, s. 1.)

#### **§ 20-171.20. Safety training and certificate.**

Effective October 1, 2006, every all-terrain vehicle operator born on or after January 1, 1990, shall possess a safety certificate indicating successful completion of an all-terrain vehicle safety course sponsored or approved by the All-Terrain Vehicle Safety Institute or by another all-terrain vehicle safety course approved by the Commissioner of Insurance. The North Carolina Community College System is authorized to provide all-terrain vehicle safety training, approved by the Commissioner, to persons less than 18 years of age. (2005-282, s. 2; 2007-433, s. 4.)

#### **§ 20-171.21. Penalties.**

Any person violating any of the provisions of this Part shall be responsible for an infraction and may be subject to a penalty of not more than two hundred dollars (\$200.00). (2005-282, s. 2; 2008-187, s. 11.)

#### **§ 20-171.22. Exceptions.**

(a) The provisions of this Part do not apply to any owner, operator, lessor, or renter of a farm or ranch, or that person's employees or immediate family or household members, when operating an all-terrain vehicle while engaged in farming operations.

(b) The provisions of this Part do not apply to any person using an all-terrain vehicle for hunting or trapping purposes if the person is otherwise lawfully engaged in those activities.

(c) The provisions of G.S. 20-171.19(a1) do not apply to any person 16 years of age or older if the person is otherwise lawfully using the all-terrain vehicle on any ocean beach area where such vehicles are allowed by law. As used in this subsection, "ocean beach area" means the area adjacent to the ocean and ocean inlets that is subject to public trust rights. Natural indicators of the landward extent of the ocean beaches include, but are not limited to, the first line of stable, natural vegetation; the toe of the frontal dune; and the storm trash line. (2005-282, s. 2; 2008-91, s. 1; 2011-68, s. 2.)