

**The Lost Trails ATV Park  
&  
ATV Adventure Tours**

**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY  
BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT**

**The Lost Trails and ATV Adventure Tours Waiver and Release of Liability**

In consideration of The Lost Trails ATV Park, The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns, allowing general admission to The Lost Trails & ATV Adventure Tours, off-road related group/club activities, Motorcycle riding, or ATV/Quad riding, or any other activities, scheduled or unscheduled, I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for off-road driving at The Lost Trails ATV Park, off-road related group/club activities, or other activities, scheduled or unscheduled, of which I may partake as a part of, prior to, or after participation in; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of employees, officers, or agents of The Lost Trails ATV Park, The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns, from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in these activities which include, but are not limited to, the use of off-pavement or other types of vehicles, participation in trail rides, general admission to The Lost Trails ATV Park, off-road related group/club activities, Motorcycle Riding, or ATV/Quad Riding, or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever releasing and discharging The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns, from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conducted by The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns.

I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Monroe County, Pennsylvania and I waive Jurisdiction and Venue anywhere else.

**BY MY INITIALS HEREON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND**

**THE FOREGOING WAIVER AND RELEASE OF LIABILITY**

**Initials \_\_\_\_\_**



**The Lost Trails, LLC**  
**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY BEFORE SIGNING.**  
**THIS DOCUMENT IS A BINDING AGREEMENT**

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I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns,** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE PROVINCE OR STATE IN WHICH SERVICES, MATERIALS AND/OR EQUIPMENT ARE PROVIDED, AND THE COURSE OF BUSINESS IS CONDUCTED, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. 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.

THIS IS TO CERTIFY THAT I AM A PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE BELOW NAMED MINOR PARTICIPANT, AND I FURTHER DO CONSENT AND AGREE TO THE MINOR'S RELEASE OF **The Lost Trails LLC, ATV Adventure Tours, Pocono Manor Investors, LP, Pocono Manor Investors, PT1, LP, The Inn at Pocono Manor, Inc., F & F Paving, their members, agents, employees and other associates, and Anthony P. Novak, an individual, his agents, employees, heirs and assigns,** AND ALL OTHER RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS, OR CAUSES OF ACTION WHICH ARE OR MAY BE INCIDENT TO OR ARISE FROM PARTICIPANT MINOR'S INVOLVEMENT IN THESE PROGRAMS. I FURTHER AGREE THAT THIS RELEASE INCLUDES ANY AND ALL CURRENT AND FUTURE CLAIMS OR CAUSES OF ACTION, FORSEEN AND UNFORESEEN, THAT MAY BE RAISED BY THE MINOR PARTICIPANT, MYSELF, MINOR'S HEIRS, MY HEIRS, MINOR'S ASSIGNS, MY ASSIGNS, MY NEXT OF KIN AND/OR MINOR'S NEXT OF KIN. I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE ATTACHED WAIVER AND RELEASE OF LIABILITY, AND, BY MY SIGNATURE AND INITIAL HEREON, I ACKNOWLEDGE THAT I APPROVE OF AND AGREE TO THE SAME ON BEHALF OF THE MINOR PARTICIPANT.

In Witness Whereof, each of the undersigned has hereunto set his/her hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

X \_\_\_\_\_  
PARENT/LEGAL GUARDIAN'S SIGNATURE                      PARENT/LEGAL GUARDIAN'S PRINTED NAME

\_\_\_\_\_  
MINOR'S PRINTED NAME – MUST BE LEGIBLE                      MINOR'S DATE OF BIRTH

\_\_\_\_\_  
MINOR'S ADDRESS                      CITY, STATE                      ZIP CODE

MINOR'S DRIVERS LICENSE NUMBER (IF APPLICABLE): \_\_\_\_\_ State \_\_\_\_\_

WE HAVE RECEIVED a copy of The Lost Trails ATV Park's Guidelines and the above minor agrees to abide by them: \_\_\_\_\_  
Parent's Initials

ATV/MOTORBIKE INFORMATION:  
MAKE \_\_\_\_\_ MODEL \_\_\_\_\_ SIZE/CC \_\_\_\_\_

# THE LOST TRAILS RULES & REGULATIONS

## **BEFORE YOU RIDE:**

- All visitors must check-in at the Welcome Center before hitting the trails. All trail users must have a "Lost Trail's Flag" on their ATV. Lost Trails ID Flags available for purchase at Check-in.
- All riders and passengers must complete and sign the Liability Waiver.
- All riders/passengers under the age of 18 must have a parent or guardian sign the Liability Waiver. ATVs and off-highway motorcycles must have a properly functioning muffler (no racing mufflers) and USFS approved spark arrestor (90 decibel maximum).
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- All PA & DCNR rules and regulations will be in effect.
- No alcoholic beverages or illegal drugs may be carried onto or consumed on the property. No person under the influence of alcohol, drugs, or any illegal substances that may hinder thinking ability or reaction time will be permitted access to the property. Coolers may be inspected at any time on park grounds to enforce this rule.
- No firearms or weapons are permitted while riding on the property.

## **WHILE YOU RIDE:**

All riders/passengers always wear your safety equipment; obey state, federal and manufacturer laws and regulations.

DOT or SNELL approved helmets and protective eyewear must be worn at all times

The parking lot is for parking and unloading your vehicles only. No speeding, tricks, or horseplay permitted. For the safety of all visitors, these rules will be strictly enforced.

- Travel is permitted on designated routes only. The trails are clearly marked with sign posts at each intersection. Blazing new trails is strictly prohibited and can lead to disciplinary actions including ejection from the park. This not only protects the park from problems with adjacent properties but allows the staff to focus its efforts on maintaining a safe and fun trail system for you instead of repairing illegal activity!
- All trails are ONE WAY trails, except for the main arteries which are clearly marked. Please be courteous and utilize proper trail etiquette. Speeds in excess of 25 mph are prohibited. Pay close attention to bends and pitches in the trail, and maintain speeds reasonable for conditions.
- Ride the trails appropriate for your machine and skill level. Please select your routes carefully.
- For your safety, we recommend you ride in pairs or groups. Riding solo can leave you vulnerable if you have an accident or breakdown. Designate a meeting place in case of separation.
- No Littering. Please pack out what you pack in to the park.
- If you find yourself in need of a winch, please use tree saver straps on an appropriate size tree to protect the scenic beauty of the trail. Under no circumstances is the cutting of any tree permissible.
- The Lost Trails Staff is not required nor should be expected to recover, repair, or escort non-emergencies out of the park. Please have a way to get yourself out of the park if you are broken down. Our staff, if able to do so, will do their best to offer assistance.

**OUR PARK IS PATROLLED AT ALL TIMES BY TRAIL RANGERS.**

**EVERYONE MUST RESPECT THE RIGHTS OF OTHER USERS SO THEY MIGHT ENJOY ACTIVITIES UNDISTURBED. DRIVE RESPONSIBLY TO PROTECT THE ENVIRONMENT AND PRESERVE THE OPPORTUNITY TO ENJOY YOUR VEHICLE/MACHINE ON THE LAND. THESE RULES ARE TAKEN VERY SERIOUSLY.**

**Participants that disregard the rules or pose a safety threat to themselves or others will, at a minimum, be ejected from the park without a refund and may be suspended from future visits.**

Please note the hours of operation. Allow yourself plenty of time to return to the parking area to pack up and exit the park at closing time.