Action Trackchair® User Agreement &
Waiver and Release of Liability Form

In consideration for the opportunity for my child or myself to utilize the Action Trackchair® (ATC) I agree as follows:

1. I understand and agree to the following user guidelines:
    a. Only one person is allowed on the ATC at any time.
    b. Seat belt is required at all times.
    c. Controls must be in the off position before sitting in the ATC and before getting out of the chair.
    d. ATC must be unoccupied during loading and unloading from vehicle or carrier.
    e. Stair climbing or steep inclines that could cause the ATC to tip over are not permitted.
    f. The ATC and its user must be accompanied by a companion in good physical condition for navigating Barry County Parks (BCP) property at all times.
    g. Neglectful use is defined as using the ATC outside of designated areas or disobeying any other written and designated rules of OSP displayed in and around OSP property or provided in this document, other required forms, in the in-person training, or displayed on the ATC.
    h. Smoking and/or vaping of any kind is not allowed while using the track chair.
    i. ATC must be used safely and responsibly at all times.
    j. The in-person training program must be completed before use of the ATC.
    k. Use of the ATC is purely recreational. Use of the ATC for commercial purposes is prohibited.
    l. A companion must be present during ATC operation.

2. My companion's signature below indicates that they understand that this entire document pertains to them as well and they have read and agreed to all the conditions and limitations therein. In case of emergency, it is my companion's responsibility to have a charged mobile device available at all times. In the event that no cellular service is available, my companion will be required to seek help by returning to the location where training took place as quickly as possible. My companion and I have both attended the in-person training program and read the "BCP All-terrain Chair Usage Requirements" and our signatures on this waiver certify our understanding of all topics covered.

3. I understand that it is the responsibility of the participant and/or companion to move and maneuver the ATC around the park and to return it in working condition. BCP staff may not under any circumstance assist with transfers to or from the chair unless for the purpose of emergency retrieval. Any necessary assistance adjusting the chair or assisting with transfers, including providing transfer board or other assistive equipment, is the responsibility of my companion.

4. I understand that the ATC is only permitted on certain trails and portions of trails as designated and agree to remain within these allowed areas. I have received a map of these areas. The ATC can be used throughout the facility's grounds based on your comfort level, but *cannot* enter the village buildings. I will be financially responsible for any and all damages to the ATC arising from negligence or the violation of any terms in this document.

5. I hereby waive, discharge, and release, for myself, my heirs, executors and administrators, beneficiaries, and assigns any and all rights, claims, liabilities and causes of action whatsoever I may have against Barry County Parks (BCP), its affiliates, operators, sponsors, officers, directors, employees and agents, as well as the County of Barry and its officers, directors, employees and agents (collectively, the "Parties") relating to or arising from my use of the ATC, including but not limited to personal injury, disease, and even death.

6. I recognize that the ATC has inherent risks, and I hereby assume those risks. The risks include, but are not limited to, injury, disease, death, and actions of other people including, but not limited to, other individuals visiting BCP property, volunteers, spectators, staff, and the Parties. I recognize that the Parties make no guarantees regarding these or any other risks. I recognize that liability may arise from negligence or carelessness on the part of the Parties, from dangerous or defective equipment or property owned, maintained or controlled by them. I recognize that the ATC is a mechanical object and may fail or inflict injury even with proper maintenance and in the absence of any negligence.

7. I hereby give my consent to the Parties to use my name and likeness incorporated in photographs, video, film, and other recordings (collectively, "Photos") of me taken immediately before, during or immediately after using the ATC, for advertising and promotional purposes by the Parties, in any medium or format, including but not limited to the Internet, without compensation. I agree that no advertising or other material need be submitted to me for approval. I agree that all Photos of me used by the Parties and its affiliates are owned by OSP and they may copyright material containing the same. I hereby release, discharge, waive, and agree to hold harmless the Parties from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of my name and/or Photos, including, any alteration of such Photos, whether intentional or otherwise. ☐Yes, ☐No; Initials_____

8. I expressly agree that this consent is intended to be as broad and inclusive a release of liability as permitted by applicable law 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 hereby warrant and represent that I am 18 years old or older; I have carefully read this consent and agree to its terms and conditions; and that I am aware that by signing this consent, I assume all risks and waive and release certain substantial rights that I may have or possess against the Parties. Any claim or cause of action arising under this agreement will be governed by and construed in accordance with the laws of the state of Louisiana, and I hereby irrevocably consent to the exclusive jurisdiction of such courts.

_____	_____
Participant's Printed Name	Guardian's Printed Name (if applicable)
_____	_____
Participant's/Guardian's Signature	Date
_____	_____
Child's Signature (if between 16 – 18 years of age)	Date
_____	_____
Companion's Name	Contact Number While at Park
_____	_____
Companion's Signature	Date

For Office Use Only:

☐Went over safety procedures with user and companion?

☐Gave user and companion a two-way radio?

_____

Initial & Date