



**WVSF Berry Bandit Poker Run**  
**April 23, 2022**  
**Ellamore, WV**



RIDER NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PASSENGER: \_\_\_\_\_ PHONE: \_\_\_\_\_

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Registration: 9am – 11am ~~ Last Rider Out: 11am ~~ Back by 5PM

**Go when you want or you can do follow the leader.**

Pre-Registration Cost: \$10 per driver; \$5 per Passenger

Registration at the Table Cost: \$15 per driver; \$5 per Passenger

Activities before the event: Biscuits & Gravy, Raffle, & 50/50

Activities after the event: Hotdogs, Winner of High Hand (\$100) & Low Hand (\$75)

## ATV POKER RUN ACKNOWLEDGEMENT AND RELEASE OF LIABILITY FORM

ALL PARTICIPANTS, WHETHER DRIVERS OR PASSENGERS, PRIOR TO PARTICIPATING IN THIS EVENT, MUST READ AND SIGN THIS RELEASE FORM. PARTICIPATION IS VOLUNTARY; HOWEVER, ANY PARTY CHOOSING NOT TO SIGN THIS FORM WILL NOT BE ALLOWED TO PARTICIPATE.

### NO ALCOHOL OR DRUGS ALLOWED

As consideration for being allowed to participate in the Poker Run (the 'Event'), I hereby agree as follows:

1. I hereby represent and warrant that I am experienced in and familiar with the operation of ATV and fully understand the risks and dangers inherent in ATV. These risks and dangers include but are not limited to the following: collisions with other ATV's or motor vehicles. These risks and dangers further included, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of riders equipment, vehicular traffic, and actions of other people including, but not limited to organizers, participants, volunteer, spectators and agents of the Event. I hereby expressly assume all of the risks of participating in the Event. I am voluntarily participating in the Event and I expressly agree to assume the entire risk of any participation in the Event, and any injury, including paralysis or death, which I might sustain to my person and property as a result of my participation in the Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting the Event and hereby, in accordance with this Acknowledge and Release, do release them all possible liability.
2. I certify I am at least 18 years old (or have a legal guardian present to sign), and that I am physically fit with no known physical or mental impairment and have prepared for participation in the Event. I acknowledge that this Acknowledgement and Release of Liability Form will be used by the Event holders, sponsors and organizers of the Event, and that it will govern my actions and responsibilities at the Event. **I certify that I am not under the influence of any narcotic alcohol or other drug** that may impair my understanding or judgement and that I will not at any time during the Event operate my ATV under the influence of any narcotic, alcohol or drug. I certify that I have full adequate insurance to cover all medical claims, the TV and any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the Event, the Event, the period between the end of the Event and my return to my final destination. I further certify that I have all the insurance required by law and I am licensed and competent to operate an ATV in a safe manner.
3. I understand that if I am the driver I am not allowed to bring any passengers on the Event who have not signed and submitted an Acknowledgement and Release of Liability Form. I further understand that any passenger on my ATV participating in the Event shall be at least 18 years old or have a signature of a legal guardian. **No one under the age of 16 is allowed to operate an ATV!**
4. If I am participating in the Event solely as a passenger, I understand and acknowledge all representations, warrants, agreements, and releases contained in the Acknowledgement and Release of Liability Form; provided, however, that I do not certify that I am qualified to drive an ATV.
5. In consideration of my being permitted to participate in the Event, I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns: Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the Event or during my traveling to and from the Event, the following entities or persons: Strawberry Festival Board and Affiliates, vendors, Ireland Community Building, provided DJ, and all other subsidiaries. This release extends to any and all claims I have or later may have against the Released Parties, resulting from or arising out of their performance of their duties whether or not such claims result from negligence on the part of any or all of the Released Parties with respect to the Event or with respect to the conditions, qualification, instructions, rules or procedures under which the Event is conducted or from any other cause whatsoever. **I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY RESULTING TO MYSELF OR MY PROPERTY ARISING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN SPONSORING, PLANNING OR CONDUCTING THE EVENT.**

6. In consideration of my being permitted to participate in the Event, I hereby, for myself, my executors, administrators, heirs, next of kin, successors and assign: agree to indemnify and hold harmless the Released Parties from any and all liabilities or claims made by other individuals or entities as a results of any of my actions during the Event. Accordingly, I do hereby release and discharge the Released Parties from all claims, demands, and causes of action of event kind whatsoever for any death, damages and/or injuries which may result from my participation in the Event.
7. This release shall by construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
8. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury accident and or illnesses during the Event. I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.
9. I certify I will wear the personal protective equ9pment while operating my ATV, or if applicable, while a passenger on a ATV at the Event that is or may be required by the United States and or any State in which my participation occurs and that my ATV and all required personal protective equipment are in safe operational condition. I agree to abide by the directions / rules given by the organizers of the Event and understand that my privilege to ride may be removed without refund if I am in violation of the rules set forth or acting/ performing in an unsafe manner, or any manner disruptive to the operation of the Event.
10. I agree that the Released Parties may take photos and / or videos of the Event and the photos and or videos may be used for advertising or publicity for an unlimited time without compensation to me.
11. I understand and consent to the Acknowledgement and Release of Liability being conducted and signed by electronic means.

**THIS IS A RELEASE – READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS RELEASE, I HEREBY WARRANT AND CERTIFY THAT I HAVE READ THIS ACKNOWLEDGEMENT AND RELEASE AND THAT I FULLY UNDERSTAND IT AND THAT I AM NOT RELYING ON ANY STATEMETNS OR REPRESENTATIONS MADE BY THE RELEASED PARTIES.**

**I hereby certify that I have read all pages of this Waiver, Release and Assignment of Claims in its entirety.  
My signature below indicates that I fully understand it and agree to its contents**

**Full Signature:** \_\_\_\_\_  
(Signature indicates agreement to terms and conditions)

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**UNDER 18**

**Participant (printed) Name:** \_\_\_\_\_

**Legal Guardian (printed) Name:** \_\_\_\_\_

**Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_