



NEP SNO & ATV TRAILS, Inc. (NEPSAT)  
 PO Box 113 Forest City, Pa. 18421  
 info@nepsnotrails.com



## 2020 ATV/UTV Trail Permit Application

2020 Donation/Application Fee= \$50 per vehicle

Season begins April 15<sup>th</sup>- Ends on November 15<sup>th</sup> (unless posted otherwise on specific trails)

Applicant Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Email Address \_\_\_\_\_

(email address used solely for NEPSAT communications to members, never shared!)

### ATV/UTV Vehicle Information

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

**Official Use Only**  
 NEPSAT Trails assigned sticker # \_\_\_\_\_

\*Insurance Company \_\_\_\_\_ \*Policy # \_\_\_\_\_ \*PA DCNR Plate# \_\_\_\_\_

\*Required information-- a trail pass will not be issued without supplying this information

### **Applicant Agreement, Release and Assumption of Risk**

*Applicant agrees to abide by all NEPSAT rules and only operate their vehicle on designated trails and operate their vehicle in a safe, legal and respectful manner. Hours of operation are from 7 AM until 10 PM.*

*Applicant agrees to wear a DOT certified helmet, and that all passengers will also wear a certified helmet, while the vehicle is in operation.*

*Applicant agrees to respect the land, landowners, wildlife and other trail users, and to maintain a reduced speed near residences.*

*Vehicles must be equipped with OEM exhaust--**aftermarket exhausts** above OEM and PA DCNR legal levels are **not allowed**.*

***Vehicles over 68" wheelbase width will not be permitted. 2-wheeled motor bikes are not allowed.***

*In consideration of the services of NEPSAT, their agents, officers, volunteers, landowners, sponsors, stakeholders and all other persons or entities acting in their capacity on their behalf, I hereby agree to release, indemnify, and discharge NEPSAT on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estates as follows:*

*I acknowledge that operating an ATV or UTV is an inherently dangerous activity that could result in personal injury, paralysis. Death or damage to myself, property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree and promise to accept and assume all of the risks associated with this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of those risks.*

*I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NEPSAT, landowners and any associated persons or entities from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of the NEPSAT trail systems or facilities including such claims which allege negligent acts or omissions of NEPSAT or others.*

*Should NEPSAT, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.*

*In the event I file a lawsuit against NEPSAT, I agree to do so solely in the Commonwealth of Pennsylvania, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.*

*I agree to assume liability for all operators of this vehicle. I understand any operator/passenger under the age of 16 requires the signature of a separate liability waiver for minors (see below).*

***My signature below, written or electronic, confirms that the listed ATV/UTV is legal to be operated in the Commonwealth of PA, including current PA registration, current liability insurance and that the vehicle is legally equipped per PA DCNR ATV/UTV Laws. By signing this document, I acknowledge that if anyone is hurt or property is damaged during participation of this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NEPSAT on the basis of any claim from which I have released them herein. I have read and understood this document, and I agree to be bound by its terms.***

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Parent's or Guardian's Additional Indemnification**

*In consideration of \_\_\_\_\_ (list Minors' names), being permitted by NEPSAT to participate in its activities, I further agree to indemnify and hold harmless NEPSAT from any and all claims which are brought by, or on behalf of Minor(s), and which are in any way connected with such participation by Minor(s).*

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date: \_\_\_\_\_