

Doe Mountain Recreation Authority

USER AGREEMENT

Issue No. A-#####

ISSUE DATE _____

EXPIRATION DATE _____

NAME _____ DOB _____

ADDRESS _____ ST _____ ZIP _____

PHONE _____ EMAIL _____

All Fees Per User

ATV	Annual \$60	Day \$18	<u>ALL TRAILS ARE</u>
Bicycling	Annual \$35	Day \$5	<u>CLOSED</u>
Equestrian	Annual \$35	Day \$5	<u>UNLESS MARKED</u>
Hiker	Annual \$25	Day \$3	<u>OPEN</u>
Non Paying User	Annual \$0	Day \$0	

1. All Doe Mountain Recreation Authority (DMRA) users must sign the Acknowledgement of Risk below and have a valid DMRA User Agreement and photo ID in their presence at all times.
2. All users must enter and exit the DMRA area at designated entrances/exits and stay on established and marked trails. Users may not enter closed or posted areas or trails or cross onto private property.
3. Users must comply with all posted signs (including speed limits) and direction from DMRA authorities.
4. All users must be aware of their surroundings at all times. The weather, changing terrain, and other users pose accident hazards. Users must be considerate of other users with respect to noise, sharing the trail, and other interactions.
5. In the event of encounters among different categories of users, all users must yield to horses; motorized and non-motorized vehicles must yield to hikers; and motorized must yield to non-motorized vehicles.
6. Users must park in designated areas and comply with the publically posted DMRA hours of operation.
7. Motorized vehicle users must comply with all relevant safety laws, including the use of safety belts and child safety restraints, if the vehicle is so equipped. All pertinent safety equipment including an approved helmet, protective eyewear and clothing is required. Minors (under the age of 18) must be under the supervision of an adult and all motorized users must wear a DOT or SNELL approved helmet per state law. Motorized vehicles must be below or at the 96 decibel noise limit and must have a spark arrestor. Compliance with OHV minimum age requirements and OHV passenger limitations is required.
8. Users may not disturb or remove any plants, animals, or geologic and cultural features. Feeding animals is prohibited.
9. Pets must be under supervision and control at all times.
10. Littering is prohibited. Pack it in pack it out. Glass containers are prohibited in the area.
11. The possession and/or consumption of alcohol or illegal substances is prohibited.
12. No hunting.
13. Overnight camping and fires are not permitted at this time. Fireworks and explosive devices are prohibited.
14. The DMRA must approve all special events (including such events as weddings, trail runs, conferences) in the DMRA area.
15. Abusive and reckless behavior will not be tolerated.

Failure to comply with any of the above may result in the revocation of the user's day or annual permit - without refund of fees - or a permanent ban from use of the DMRA area. Violations of law may also result in charges, arrest, prosecution, and any penalty authorized by law.

Acknowledgement of Risk and Waiver of Liability

1. I have read and agree to abide by the DMRA user agreement.
2. I understand that activities in the DMRA area involve certain inherent risks of injury, disability, and even death. These risks include, but are not limited to: **the risk of injury related to the use and presence of motorized vehicles including highway vehicles and Off Highway Vehicles (OHVs); the risk of injury related to the riding and presence of bicycles and horses; environmental conditions such as wild animals, poisonous plants, snakes, sun exposure, lightning, rockslides, and uneven and dangerous terrain; and risks of physical over-exertion. I willingly accept and assume these risks and all other risks, whether foreseen or unforeseen, and I accept full responsibility for my activities in the DMRA area.** I understand that I am also fully responsible for any harm to others or damage to property that result from my activities in the DMRA area.
3. I am familiar with and will comply with all laws, regulations, and procedures related to any machinery or equipment (including motorized and non-motorized vehicles) that I will be using in the DMRA area.
4. I understand that the State of Tennessee, Johnson County Tennessee, the DMRA, and their members, officers, and employees are not insurers of my activities in the DMRA area and they may not be held liable or responsible for any personal injury, death, or damages to property that may occur as a result of my activities or presence in the DMRA.
5. **By signing below, I agree to release, waive, indemnify, and hold harmless the State of Tennessee, Johnson County Tennessee, the DMRA, and their members, officers, and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained arising out of my use, presence, and/or activities in the DMRA area. Furthermore, I give my consent for the DMRA to seek and provide emergency treatment for me and any minor identified below, if necessary, and I agree to accept financial responsibility for the costs related to this emergency treatment.**

I sign this Acknowledgement and Waiver on behalf of myself, my heirs, assigns, estate, and next of kin.

Signature of User _____ Date: _____

I am the parent or legal guardian of the minor named below, and I am signing this Acknowledgement and Waiver on the minor's behalf. I have reviewed the DMRA User Agreement with the minor. I agree to all the provisions of this Acknowledgement and Waiver for myself and the minor.

Name of Minor: _____ Date: _____

Signature of Guardian and/or Parent and Relationship: _____