

**Cove Village Association
Rules and Regulations for
Motorized Off Road Vehicles
revised 11/30/2018**

The goal is to ensure that everyone in the Cove can enjoy the privilege of riding motorized off-road vehicles for transportation purposes while at the same time providing safety for person(s) who reside in or are visitors to Cove Village.

To achieve this goal, rules and regulations must be established to ensure that all riders are respecting others in The Cove while on their motorized off-road vehicles.

As before, a mandatory sticker will be issued and must be placed on all motorized off-road vehicles riding in the Cove. The stickers will be placed on the back of the motorized off-road vehicle and be visible from 30 feet away. Each sticker will be numbered. This is our way of identifying riders on Cove property. These stickers will also identify those people who do not wish to follow the Cove's rules and regulations. All persons who reside in the Cove and wish to ride motorized off road vehicles will have to sign a release form, agreeing to "ride at their own risk." Those who refuse to sign the release form and purchase a sticker for **\$5.00 (residents-a one-time fee) \$25.00 (guests a yearly fee) (orange stickers will no longer be valid)** will forfeit their privilege to ride any motorized off-road vehicles in the Cove and will be fined if they continue to ride anyway. These Cove members will also sign an agreement form stating that all members of the family and visitors that wish to ride in the Cove will read these rules and regulations and if these rules and regulations are not followed the member will be responsible to pay any fines for violations committed by family members or visitors. This applies not only to ATV's, but any motorized off-road vehicle, including vehicles that are not licensed by the state (3-wheelers, side by sides, dirt bike, snowmobiles, go-carts and golf carts, etc)

The following is a list of the rules and regulations:

- 1) Every ATV / UTV / Dirt bike and all other motorized off-road vehicles will be checked out by the committee before a sticker is issued.
- 2) Paved and dirt roads and trails within the Cove are to be used for traveling purposes only, going a maximum of 15 MPH, giving all pedestrians and motor vehicles the right of way. If conditions are dusty 10 MPH.
- 3) Observe all traffic rules by stopping at stop signs, using hand turn signals, etc.
- 4) The following actions will not be tolerated:
 - No racing or doing stunts
 - No loud pipes on Cove property
 - No riding on an individual's private property will be permitted without the expressed permission of that individual.
 - No reckless driving
 - No riding of motorized off road is permitted on any common ground that are marked prohibiting motorized vehicles. (dunes, ski slopes, etc.)
 - No riding on your own property in such a manner as to be a nuisance to your neighbors.

The Cove Board and will make a judgement on complaints. The CVA member who is responsible for the off-road vehicle in question will be notified and given a fair hearing.

Penalties are at the discretion of the Board of Directors.

Effective January 1, 2019 all guests must purchase a new sticker yearly.

(there will be a different color every year)

Stickers and release forms are available at the Cove office.

Cove Board of Directors

READ CAREFULLY BEFORE SIGNING THIS DOCUMENT
THIS IS A BINDING AGREEMENT

COVE VILLAGE ATV WAIVER AND RELEASE OF LIABILITY

I understand and acknowledge that: (a) risks and dangers exists in the use of any motorized vehicle for camping, hiking, biking, or other activities (b) my participation in the 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 the owners, employees, officers, or agents of The Cove Village, the negligence of the participants, the negligence of the 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 the 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 Cove Village or any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify The Cove Village and its owners, agents, officers, employees and other associates 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 use of off-pavement or other types of vehicles or arise out of my participation in trail rides, Motorcycle Riding, or ATV/Quad Riding, camping, hiking, and biking.

I specifically understand that I am forever releasing and discharging The Cove Village and its owners, agents, officers, employees or residents and waiving any claims or actions that I may have presently or in the future for all acts, negligent or otherwise, and conduct by The Cove Village and its owners, agents, officers, or employees or residents.

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 anywhere else.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE The Cove Village 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 OF RELEASE OF LIABILITY IS INTEND TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE PROVINCE OR STATE. IF ANY PROTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALALNCE 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 SUSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I CERTIFY THAT THE VEHICLE(S) ARE LAWFULLY REGISTERED AND THAT I HAVE AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITIONS 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.

I CERTIFY THAT I AM THE RPIMARYLOT OWNER RESPONSIBLE FOR ALL MINORS, GUESTS AND FINES IMPOSED ON THEM FOR BREAKING ATV RULES.

PARTICIPANT'S SIGNATURE

DATE SIGNED

PLEASE PRINT NAME- MUST BE LEGIBLE

DATE OF BIRTH

ADDRESS

CITY, STATE

ZIP CODE

I HAVE RECEIVED a copy of the Cove Village Rules and Procedures and agree to them: _____

Initials

Cove Village Association

ATV Registration Form – Member

Name: _____

Address: _____

Telephone #: _____

Type of vehicle (quad, dirt bike, snow mobile, side by side, etc.): _____

Year: _____

Make: _____

Model: _____

Color: _____

Plate or Registration: _____

Permit sticker number: _____

The Cove Village

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COVE VILLAGE ATV Minor WAIVER AND RELEASE OF LIABILITY

FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE OF 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, do consent and agree to minor's release of The Cove Village and all other Releases and to release and indemnify the Releases from any and all liabilities incident to minor's involvement in these programs. This release includes any claims that may be raised by minor, myself, minor's heirs, my heirs, minor's assigns, my assigns, my next of kin and minor's next of kin.

MINOR NAME

MINOR NAME

X

PARENT/GUARDIANS SIGNATURE

DATE SIGNED