



HILLBILLY TRAILS USER PERMIT APPLICATION AND LIABILITY WAIVER

PO Box 1515
Pikeville, KY 41502

WWW.HILLBILLYTRAILS.COM

(Please print) DATE _____ PHONE NUMBER _____

FIRST NAME _____ LAST NAME _____

DRIVERS LICENSE # _____ **MILITARY DISCOUNT 50% - Military ID#** _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

COUNTY _____ EMAIL _____

PERMIT (Check one)	<input type="checkbox"/> YOUTH (Age 15 or under) \$15.00	<input type="checkbox"/> PIKE COUNTY RESIDENT (Resident of Pike County, KY) \$10.00 per vehicle includes passengers	<input type="checkbox"/> KY RESIDENT (All KY Counties except Pike) \$25.00 per Adult	<input type="checkbox"/> NON RESIDENT (Out of State) \$50.00 per Adult
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ATTENTION: READ THE FOLLOWING STATEMENTS CAREFULLY

USER PERMIT: Your use of the Hillbilly Trails and facilities (hereinafter the "Trail") is conditioned upon compliance with all Kentucky laws and user rules. Your acceptance of this permit constitutes your agreement to comply with all applicable rules and laws. Violation of any rule or law renders the permit null, void and makes it subject to revocation by the Pike County Fiscal Court (hereinafter the "Court").

COUNTY CERTIFICATION: I hereby certify that on the date of this purchase that I live in the county stated above. I understand that my county of residence will be reviewed and if found false, I will be subject to a civil penalty of \$100 dollars, plus reasonable attorney fees and costs.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I understand that the use of the Trail involves certain dangers such as known and unknown hazards and risks which could result in physical or mental injury, death, damage to property, illness or disease, injury to my property and to third parties (hereinafter "dangers"). Knowing this, I assume any and all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or part by any conduct of the Court and/or Hillbilly Trails and their Landowners, Licensors, Lessors, Vendors, Sellers, Insurers, and their owners, agents, officers, employees, parent, subsidiary, trustees, or affiliated companies or divisions, in interests and assigns (hereinafter collectively the "Released Parties").

INDEMNIFICATION AGREEMENT: For and in the consideration of being permitted by the Court and/or Hillbilly Trails to use the Trail and to participate in its activities and recreational events, on behalf of myself and/or the minor, I agree to this **INDEMNIFICATION AGREEMENT**; the undersigned agrees to **SAVE AND HOLD HARMLESS, INDEMNIFY, AND FOREVER DEFEND** the Released Parties from and against any and all claims, actions, demands, expenses, liabilities (including reasonable attorney fees) including Negligence claims made or brought by the undersigned or by anyone on behalf of the undersigned, as a result of the undersigned's participation in recreational events, activities and use of the Trail of the Court.

WAIVER AND RELEASE OF LIABILITY: I understand that I have not been charged to enter or participate in any activities in the Trail but have purchased a general use permit issued by a governmental agency for access to public lands for a period of not less than 30 days. I agree that the Court, Hillbilly Trails as well as landowners are immune from liability pursuant to KRS 411.190. By signing this form I acknowledge that I am aware of the dangers and, that I do, on behalf of myself and/or the minor, my personal representatives and my heirs, voluntarily agree to **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY** the Released Parties from any and all claims, actions or losses or damages for bodily injury, property, wrongful death, loss of services or other Claims which may arise out of my use of the Trail or participation in any activities on the Trail. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for any conduct of the Released Parties

By signing this form as the Parent or Guardian of a minor under the age of 18, I hereby certify: 1) any machine operated by the minor will be appropriate as recommended by the manufacturer for the minor's age and size; 2) All rules have been explained to the minor in sufficient detail that the minor can abide by the same; 3) any minor whom I am signing for shall remain under my immediate supervision and within eyesight at all times.

Signature of applicant OR parent/guardian (required if participant is under age 18)

RETAILER EMPLOYEE AUTHORIZATION: I witnessed the signed statement above and was presented evidence such as a driver's license, photo ID or other proof that the person does indeed live in a county approved for resident permits.

_____ Name of Retailer	_____ Signature of Seller	_____ Permit Number Issued
White – Hillbilly Trails Copy	Canary – Retailer Copy	Pink – Customer Copy
		Total amount collected \$ _____