



256-300-1223



INDIANMOUNTAINATVPARK



11620 COUNTY RD
8, PIEDMONT, AL 36272



INDIAN_MTN_ATV_PARK



INDIANMTNATVPARK@GMAIL.
COM



INDIANMTNATVPARK.COM

PRINTABLE - PARENTAL NOTARY REQUIRED

INDIAN MOUNTAIN ATV PARK, LLC PARTICIPATION AGREEMENT, WAIVER, ARBITRATION AGREEMENT, RELEASE OF LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGREEMENT AND IMAGE RELEASE

***** PLEASE READ THIS DOCUMENT CAREFULLY *****

BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS INCLUDING THE RIGHT TO BRING A LAWSUIT IN COURT AND/OR HAVE THE CLAIM DECIDED BY A JURY

In consideration of my ("I", "my" or "myself") and/or on behalf of my spouse, minor child(ren)/ward(s) (each a "Ward") being allowed to participate as a participant, competitor, volunteer (or other staff member) and/or spectator (any of the foregoing, a "Participant") in a **INDIAN MOUNTAIN ATV PARK**, operated, licensed, sponsored or recreational event(s) including, but not limited to filming/photoshoot, walking/running, sightseeing, ATV/UTV/OHV riding, motorcycles or other forms of motorized and non-motorized equipment riding, camping, fishing, cave exploring, horseback riding, jeep riding, hiking, mountain biking, rock climbing, crossing roads, picnicking, and any other event activities, event facilities, locations, lodging, campgrounds, parking areas, trails, roads, paths, creeks, streams, rivers, transportation to and from locations, etc. (any of the foregoing and any ancillary events/activities/operations or postponements related thereto, an "Event"), I, on behalf of myself and Ward, acknowledge, accept and agree to the following:

The risk of serious injury and/or death from the activities involved in participating in any Event, as a Participant, is significant and may include, without limitation, the following: (i) dangerous driving, walking and running conditions, including, but not limited to off or on paved road variations in terrain including creeks, water, bridges, traveled roads, animals, insects, stumps, forest growth, limbs, debris, rocks, cliffs, caves, holes, and other obstacles whether they are obvious or not obvious, man-made or natural, mud, hills, jumps, lose ground, or any type of driving, walking or running conditions; (ii) sprains, strains, fractures, head, neck and back injuries; (iii) drowning or paralysis due to swimming and water related activities; (iv) accidents involving buildings or man-made structures; (v) heat and cold injuries, including exposure to fire, burns, freezing or heat-related illness and hypothermia; (vi) over-use syndrome; (vii) injuries involving the acts or omissions of other Event participants, staff or vehicles; (viii) injuries, diseases, bites, stings and/or sicknesses related to ANY and ALL insects or animals on property, including, but not limited to snakes, ticks, mosquitos, bats, deer, birds, rodents, etc.; (ix) contact with poisonous plants, pesticides or repellants used on the property; (x) accidents involving, but not limited to, collisions, jumping, paddling, climbing, biking, hiking, travel by boat, truck, car, ATV or other convenience, falling from heights; (xi) heart attack; (xii) diseases from exposure to fecal contaminated water or slurry; (xiii) permanent paralysis; and/or (xiv) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury, paralysis and/or death does exist and I agree that I do not have to participate or perform anything I do not voluntarily wish to participate or perform and that any dangerous activities, driving or maneuvers I wish to perform will be attempted at my own risk and only performed if I have sufficient skill to avoid injury. **AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, ON BEHALF OF MYSELF, AND/OR MY SPOUSE AND/OR MY WARD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OR ACT OR OMISSIONS OF THE RELEASEES,** as hereinafter defined, or others, and assume full responsibility and all risks for myself, my spouse and/or my Ward's participation in the Event.

(1) I knowingly and voluntarily agree to comply with any stated rules, signs, customary terms and conditions (which have been made available to me) for Participant's participation in any Event, including, but not limited to signing additional participation agreements, waivers of liability and the like at any Event venue which includes additional agreements, representations and obligations on my part. I also agree and understand that if I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself, my spouse and/or my Ward from participation and bring such hazard to the attention of the nearest Event staff or official. (2) To the

fullest extent permissible by applicable law, I, on behalf of myself, and/or my spouse and/or Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE INDIAN MOUNTAIN ATV PARK, LLC, ALL EVENT PROPERTY OWNERS, AND THEIR PARENTS AND SUBSIDIARY COMPANIES, HEIRS OR ASSIGNS, INCLUDING, BUT NOT LIMITED TO, ANY LODGING, TRANSPORTATION AND VENUE SPONSORS, OWNER(S) AND/OR OPERATOR(S), INCLUDING ALL MATERIAL AND EQUIPMENT SUPPLIERS** and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates or heirs and assigns and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the "Releasees") **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY AND/OR MY SPOUSE AND/OR MY WARD'S PARTICIPATION IN ANY EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR OTHERWISE.** I further agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

(3) I acknowledge that I and/or my spouse and/or my Wards, for whom I represent that I have full authority as parent or legal guardian to bind the minor participant to this agreement, am voluntarily participating in the Event, which I agree are dangerous and entail both known and unknown inherent risks, including the risk of injury, permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; property hazards or conditions, lack of supervision and/or trained volunteers or staff; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; or colliding with fixed objects, vehicles or other people, as well as the negligence and/or omissions committed by me, my spouse and/or my Wards, Releasees, and/or any other person and/or entity while on the premises of any Event venue. I hereby voluntarily assume all such risks. I further understand and acknowledge that Releasees do not manufacture equipment at any Event location and therefore Releasees shall not be held liable for defective products. Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life that may be sustained while on or about any Event facility or premises, I, on behalf of myself, and/or on behalf of my spouse, and/or Wards hereby expressly, unconditionally and voluntarily remise, release, waive, relinquish, acquit, satisfy and forever discharge and agree and covenant not to sue Releasees, including any suppliers, designers, installers, manufacturers of any Event related or used equipment or material and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by Releasees or any equipment or material suppliers while in or about any Event premises and/or while participating in or as a result of participating in any of the Event activities or in or about the Event premises and/or while using any items purchased in or about the Event or any Event premises, whether the action arises out of any damage, loss, personal injury, emotional injury, or death to me or my spouse, and/or Wards.

(4) The undersigned, for myself, and/or on behalf of my spouse, and/or Wards, hereby acknowledge, agree and represent that immediately upon entering any Event facility, property or location or participating in any Event, I will, inspect and carefully consider the premises, equipment and facilities. It is further warranted that such entry into any Event location, property or facilities for observation or use of any location's facilities' property or equipment or participation in any Event activity, constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse and/or Wards, as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, and/or Wards. The undersigned, for myself, and/or on behalf of my spouse and/or Wards hereby represent that (i) I/we are in good health and in proper physical condition to participate in the Event; and (ii) I/we are not, and during Event activities will not be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in the Event; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit, skilled and healthy enough to participate in the Event. The undersigned, for myself, and/or on behalf of my spouse, and/or Ward agree to be familiar with and to abide by the rules established for the Event, including, but not limited to rules and requirements established by any facility, property or location of Event activities, which include without limitation the rules posted in any location, property or facility and/or the website of any Event location, property or facility. The undersigned, for myself, and/or on behalf of my spouse and/or Ward, accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, and/or Ward while participating in the Event, and the condition and adequacy of the equipment.

(5) I, on behalf of myself, and/or my spouse and/or my Ward, attest and verify that: (i) unless indicated below, I am over 19 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses, injuries and defects that could interfere with his/her safe participation in any Event; (iii) Participant is physically fit and sufficiently trained and skilled enough to participate in all activities associated with any Event; and (iv) on the date of any Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant, and I, as Ward's parent/ legal

guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant's participation in an Event is entirely voluntary.

(6) I, on behalf of myself, and/or my spouse and/or my Ward, consent to administration of first aid and other medical treatment in the event of injury or illness to Participant, my spouse or my Ward in connection with participation in any Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. Furthermore, I understand that Releasees may provide me and/or my spouse and/or my Ward with certain medical, advisory, and/or transport services in the event of an injury or illness during any Event that may require hospitalization. In such circumstances, any relationship (whether contractual or not) shall be between such provider and Participant or my spouse or my Wards. The Releasees shall have no further liability in connection with such services.

(7) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify any Event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of Participants. Releasees will not be obligated to refund any Participant any registration fees due to a cancelled Event.

(8) I, on behalf of myself, and/or my spouse and/or Wards, irrevocably grant unlimited permission to Releasees to tape, film, photograph and/or record by any method of recording, including video and/or audio tapes, photographs, films, and/or any recordings of Participant, and/or my spouse and/or Wards, and to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant and/or my spouse and/or Ward's participation in any Event or related activity for any legitimate purpose in perpetuity and I understand that Participant and/or my spouse and/or Ward will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant and/or my spouse and/or Ward in any Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant and/or my spouse and/or Ward, to use, reproduce or broadcast, Participant's and/or my spouse and/or Ward's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with any Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and/or my spouse and/or Ward and all or any portion of any Event in which Participant and/or my spouse and/or Ward may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant and/or my spouse and/or Ward. In consideration and in return for being allowed to participate in any Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's and/or my spouse and/or Ward's participation in any Event, including, but not limited to Events organized by the Releasees or others, including any Event sponsored by Participant and/or my spouse and/or Ward as well as his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(9) I, on behalf of myself, and/or my spouse and/or Wards, agree that we will be responsible for any personal or property damage sustained by any Event location, including transportation vehicles and lodging locations, as a result of actions or inactions in which I, my spouse or Wards are involved, and that I will accept sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, and/or Ward and will be solely responsible to repair any damages, costs and expenses, including any attorney fees. Further, I agree to indemnify, defend and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from damage sustained by any Event location, including transportation vehicles and lodging locations as a result of my own conduct and actions, as well as the conduct and actions of my spouse, and/or Ward, including, but not limited to, reasonable attorney's fees.

(10) I, on behalf of myself, and/or my spouse and/or Wards, agree that this agreement extends from the day of signing to the end of the year (December 31) in which this agreement was signed and will have full force and legal effect each and every time I or my spouse and/or Wards visit any Event facility, property or location or participate in any Event whether at the current location or any other Event location or facility during the year in which it was signed. If any of the provisions of this INDIAN MOUNTAIN ATV PARK, LLC PARTICIPATION AGREEMENT, WAIVER, ARBITRATION AGREEMENT, RELEASE OF LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGREEMENT AND IMAGE RELEASE ("Waiver") shall be deemed by a court of competent jurisdiction invalid or unenforceable in any respect, then, to the fullest extent permitted by applicable law, all other provisions hereof shall remain in full force and effect.

(11) MEDIATION, NON-BINDING ARBITRATION AND VENUE: If a dispute arises out of or relates to this Waiver, Releasees and/or Event activities or property and/or EQUIPMENT SUPPLIERS and/or Participants and/or an incident that occurs while participating in Event activities, and/or on the premises, and/or while using any items purchased in or about the Event or premises, as well as the installation, design, construction, and condition of the premises, equipment and/or facility, involving a single claimant, or claimants who are related or asserting claims arising from a single incident and if the dispute cannot be settled through direct negotiations, and unless the parties agree on a different mediation or non-binding arbitration process, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Procedures available at <http://www.adr.org> before resorting to non-binding arbitration. Thereafter, any unresolved claims shall be submitted to non-binding arbitration administered by the AAA in accordance with its Non-Binding Consumer Arbitration Rules, except that Rule R-2 (e) is amended to allow an answer to be filed within thirty (30) calendar days. The arbitration shall be governed by the laws of the State of Alabama. In-person hearings will take place pursuant to the Non-Binding Consumer Arbitration Rules in the

county and state in which the Event is located. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any non-binding arbitration hereunder without the prior written consent of both parties. The parties agree to mediation and non-binding arbitration of any and all claims, disputes and grievances, not otherwise excepted herein, arising out of or relating to this Waiver, the participation in any EVENT ACTIVITIES and/or while on the premises, and/or while using any items purchased in or about the premises, as well as the installation, design, construction, and condition of the Event premises, equipment or facility. A copy of the Rules mentioned herein may be obtained from the AAA by visiting AAA's website at <http://www.adr.org>. The scope of this Waiver is intended to be as broad as possible under applicable law, and shall include all types of negligence, tort, contract, statutory and administrative actions. The parties further agree to submit to non-binding arbitration the issues of substantive and procedural arbitrability, including defenses to arbitration and all disputes regarding the enforceability, interpretation, breadth, scope and meaning of this Waiver. The parties reserve their rights to resolve disputes involving less than \$10,000.00 in an applicable small claims or district court in the county/parish and state in which the Event is located that are within the scope of the small claims' or district court's jurisdiction. In the event non-binding arbitration does not totally resolve all claims, it is agreed that the sole and exclusive venue for any lawsuit filed against the Releasees shall be in the county/parish and state in which the Event is located. It is further agreed that the substantive law of the State in which the Event is located shall apply without regard to any conflict of law rules. Unless all parties agree otherwise, the non-binding arbitration decision or award may not be entered in any federal or state court having jurisdiction.

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF, MY SPOUSE AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Minor's Full Name: _____ Date of Birth: _____

Minor's Full Name: _____ Date of Birth: _____

Minor's Full Name: _____ Date of Birth: _____

Minor's Full Name: _____ Date of Birth: _____

Minor's Full Name: _____ Date of Birth: _____

Minor's Full Name: _____ Date of Birth: _____

Address: _____

Emergency Contact: _____ Emergency Contact Phone Number: _____

1. Parent's or Guardian's Full Name: _____ Relationship: _____

I represent that I have sole legal custody of minor

Phone Number: _____ Email: _____

Signature: _____ Date: _____

2. Parent's or Guardian's Full Name: _____ Relationship: _____

Phone Number: _____ Email: _____

Signature: _____ Date: _____

******* PARENTAL NOTARY REQUIRED FOR ALL MINORS WHERE PARENT DOES NOT ACCOMPANY MINORS *******

STATE OF _____ *
*
_____ COUNTY *

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that _____ (PARENT/GUARDIAN), whose name is signed to the foregoing INDIAN MOUNTAIN ATV PARK, LLC PARTICIPATION AGREEMENT, WAIVER, ARBITRATION AGREEMENT, RELEASE OF LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGREEMENT AND IMAGE RELEASE, and who is known to me **TO BE THE PARENT OR GUARDIAN OF ALL OF THE MINORS/WARDS LISTED ABOVE AS BEING 19 YEARS OF AGE OR UNDER**, acknowledged before me on this date that, being informed of the contents of the instrument, he/she executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 20 ____.

Notary Public
My Commission Expires: _____