



256-300-1223



INDIANMOUNTAINATVPARK



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INDIAN_MTN_ATV_PARK



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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 THIS WAIVER, YOU ARE WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF YOU AND ANY MINOR CHILDREN COVERED UNDER THIS AGREEMENT. BY AGREEING TO THIS WAIVER YOU UNDERSTAND AND AGREE THAT THIS WAIVER COVERS ANY SUBSEQUENT VISIT BY YOU AND ANY MINORS BOUND UNDER THE WAIVER DURING THE CALENDAR YEAR THAT THE WAIVER IS EXECUTED..

To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my minor child ("Ward")(if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin (collectively herein all referred to as "Participant") forever waive, release, discharge and covenant not to sue Indian Mountain ATV Park, LLC (hereinafter "IMATV", "Releasees" or the "Park"), their parent and/or subsidiary companies, members, owners, operators, heirs or assigns, including, but not limited to, anyone renting or otherwise providing lodging at the Park; transportation at the Park; venue sponsors; , all material and equipment suppliers; (including 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; nor any property owners upon who's lands IMATV operates (the "Premises") (collectively, the "IMATV") with respect to any lawsuit, claims, or loss, injury, disability, death, and/or loss or damage to person or property, in connection with my and/or my Ward's participation in any event, whether arising from the negligence or willful conduct of the releasees or otherwise. Participant further agrees 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 filming/photography/walking/running/sightseeing/ATV/UTV/OHV riding/motorcycle riding/ 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 all other activities undertaken by the Participant on or at the Premises (collectively, the "Activities"), including, but not limited to, reasonable attorney's fees.

In consideration of IMATV allowing the Participant to enter the Premises, and participate as a participant, passenger, competitor, volunteer (or other staff member), spectator, guest or invitee the Participant acknowledges, accepts and agrees to the following:

The risk of serious injury and/or death from the Activities, as a Participant, is significant and may include but not be limited to, injuries or death due to 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. Participant acknowledges that sprains, strains, fractures, head, neck and back injuries drowning or paralysis due to swimming and water related activities, accidents involving buildings or man-made structures located on the Premises, heat and cold injuries (including exposure to fire, burns, freezing or heat-related illness and hypothermia, over-use syndrome, injuries involving the acts or omissions of other Activities participants, injuries caused by IMATV staff or vehicles, injuries, diseases, bites, stings and/or sicknesses related to ANY and ALL insects or animals on property, including, but not limited to snakes, ticks, mosquitoes, bats, deer, birds, rodents, etc., contact with poisonous plants, pesticides or repellents located or used on the property, accidents involving, but not limited to, collisions, jumping, paddling, climbing, biking, hiking, travel by boat, truck, car, ATV or other convenience, falling from heights, heart attack, diseases from exposure to fecal contaminated water or slurry, permanent paralysis, and/or (xiv) death (collectively the "Hazards").

Participant understands that while particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury, paralysis and/or death does exist and Participant agrees that Participant does not have to participate or perform any Activities that may result in any Hazard on the Premises. Participant voluntarily wishes to participate in the Activities at their own risk and asserts that they have sufficient skill to avoid injury. AFTER GIVEN THE OPPORTUNITY TO BE FULLY INFORMED PARTICIPANT KNOWINGLY, VOLUNTARILY AND FREELY ASSUMES AND ACCEPT ALL SUCH RISKS OF HAZARDS, 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 participation in Activities upon the Premises.

Participant knowingly and voluntarily agree to comply with any and all written and verbally stated IMATV rules, regulations, instructions, condition of use, and/or directives issued by IMATV which have been made available to Participant PRIOR to participation in Activities or may be made available to Participant while undertaking any of the Activities. Participant also agrees and understands that if Participant observes an unusual and/or hazard during participation in Activities at the Premises, Participant will remove themselves from said usual and/or hazard and bring such hazard to the immediate attention of the nearest IMATV staff member.

Participant acknowledges that Participant has full authority as parent or legal guardian to bind the minor Participant to this Agreement. Participant hereby, on behalf of the Ward voluntarily assume all such risks of Hazards that their Ward may encounter while participating in Activities at or on the Premises. Participant further understands and acknowledges that Releasees do not manufacture equipment at any Activities location and therefore Releasees shall not be held liable for defective products nor damage to equipment owned or used by Participant on the Premises. 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 Activities facility or premises, Participant, , on behalf of myself 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 Activities 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, lawsuits, 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 Activities premises and/or while participating in or as a result of participating in any of the Activities or in or about the Activities premises and/or while using any items purchased in or about the Activities or any Activities premises, whether the action arises out of any damage, loss, personal injury, emotional injury, or death to me or my spouse, and/or Wards.

The Participant hereby acknowledges, agrees and represents that immediately upon entering the Premises, the Participant on behalf of themselves and any applicable Ward will inspect and carefully consider the Premises, equipment and facilities. It is further warranted that such inspection upon entry of the Premises for observation or use of any Premises facility, property or equipment or participation in any Activities Activity on the Premises, constitutes an acknowledgment that the Premises and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such Activities.

The Participant hereby represents that they are in good health and in proper physical condition to participate in the Activities; and at no time during the Activities will be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair their ability to safely participate in the Activities. The Participant has not been advised against activities by a health professional. Participant agrees that it is their sole responsibility to determine whether they are sufficiently fit, skilled and healthy enough to participate in the Activities. The Participant attests and verifies that Participant is over 19 years of age and is legally signing on behalf themselves and, if applicable, Ward. Participant verifies that they and any Ward is/are free from all illnesses, injuries and defects that could interfere with their safe participation in any Activities. Participant is physically fit and sufficiently trained and skilled enough to participate in all Activities At the time of participation in the Activities, and/or the date of any Event, Participant will possess and be covered by personal medical/health insurance, individually or as part of an organization or Group plan. Participant acknowledges that Participant, is aware and informed of the inherent risks in participating in the Activities and that Participant's participation in an Activities is entirely voluntary.

Participant, consents to administration of first aid and other medical treatment in the event of injury or illness to Participant or their Ward in connection with participation in any Activities and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. Furthermore, Participant understands that in the event of injury to Participant, Releasees may provide certain medical, advisory, and/or transport services in the event of an injury or illness during any Activities that may require hospitalization. In such circumstances, any relationship (whether contractual or not) shall be between such provider and Participant. The Releasees shall have no financial liability in connection with such services and Participant agrees to hold Releasees harmless from any such financial liability.

The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify any Activities 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 cancelled Activities. Participant, 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 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 Ward's participation in any Activities or related activity for any legitimate purpose in perpetuity and Participant understand that Participant and/or Ward will not be entitled to any compensation in connection therewith. Participant further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the activities of the Participant and/or Ward in any Activities 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 Ward, to use, reproduce or broadcast, Participant's and/or Ward's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with any Activities. Participant acknowledges 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 Ward and all or any portion of any Activities in which Participant 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 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 Ward's participation in any Event, including, but not limited to Events organized by the Releasees or others, including any Activities sponsored by Participant and/or Ward as well as their heirs, assigns, spouses, partners, personal representatives and/or next of kin.

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

If any of the provisions of this 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.

MEDIATION, NON-BINDING ARBITRATION AND VENUE: If a dispute arises out of or relates to this Waiver, Releasees and/or Activities or property and/or EQUIPMENT SUPPLIERS and/or Participants and/or an incident that occurs while participating in Activities, and/or on the premises, and/or while using any items purchased in or about the Activities 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 industry Arbitration Rules in effect at the time. The arbitration shall be governed by the laws and court rules of the State of Alabama. Unless all parties agree otherwise, the non-binding arbitration decision or award may not be entered in any federal or state court having jurisdiction.

Participant HAS READ AND FULLY UNDERSTAND THIS WAIVER. Participant UNDERSTAND THAT Participant HAVE GIVEN UP, ON BEHALF OF THEMSELF AND ANY MINOR CHILD LISTED BELOW, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

**Participant HAS READ AND FULLY UNDERSTAND THIS WAIVER.
Participant UNDERSTANDS THAT Participant HAVE GIVEN UP, ON BEHALF OF
THEMSELF AND ANY MINOR CHILD
LISTED BELOW, 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: _____

Responsible adult(s), over 19 years old, that my child will be with: _____

Relationship: _____

Date(s) that my child will be under this adult(s) supervision: _____

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

☐ 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 _____ *

* A C K N O W L E D G E M E N T

_____ COUNTY *

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: _____