

**COVID-19 NOTICE AND ADDENDUM TO CARTER OFF ROAD PARK PARTICIPANT
RELEASE AND INDEMNIFICATION AGREEMENT (this "ADDENDUM")**

NOTICE: Certain cases of a novel coronavirus named "coronavirus disease 2019" (abbreviated "COVID-19") have been identified in the State of Arkansas and Saline County and Pulaski County, and the Centers for Disease Control (the "CDC") has indicated that the spread of COVID-19 is thought to occur from person-to-person between people who are in close contact with one another (within about six (6) feet) and through respiratory droplets produced when an infected person coughs or sneezes. Additionally, according to the CDC, while people infected with COVID-19 are thought to be most contagious when they are symptomatic, the spread of COVID-19 may be possible before infected people show symptoms and it may be possible to acquire COVID-19 by touching a surface or object that has the virus on it. There is currently no vaccine to prevent COVID-19, and the CDC states that the best way to prevent the illness is to avoid being exposed to the virus. The CDC further states that while the complete clinical picture for COVID-19 is not fully known, reported **ILLNESSES** associated with COVID-19 have ranged from very mild to severe including illness resulting in **DEATH**. Further, according to the CDC, older people and people of all ages with severe chronic medical conditions, such as heart disease, lung disease, and diabetes, for example, appear to be at a higher risk of developing serious illness after contracting COVID-19. The outbreak of COVID-19 has been declared a national emergency by the President of the United States and a public health emergency by the Governor of the State of Arkansas. According to the President's Coronavirus Guidelines for America as promulgated by the CDC, the federal government recommends that people avoid social gatherings in groups of more than ten (10) people.

Based on the foregoing, there exists a risk that attendance at any event at the recreational park commonly known as CARTER OFF ROAD PARK, LLC, located at 7498 Anderson Street, Alexander, Arkansas, 72002 ("CARTER OFF ROAD PARK") may expose any attendee or participant to COVID-19 which may result in serious illness or disease, death, or physical or mental damage as any such event or participation is likely to be in a group of ten (10) or more people. By the execution of this Addendum, I, the undersigned, acknowledge that my attendance and participation in any activity at CARTER OFF ROAD PARK is purely voluntary, no one is forcing me to attend or participate, I have read the above notice and am well aware of the risks, and that by attending I may be exposed to COVID-19. I EXPRESSLY ACCEPT THESE RISKS AND ASSUME ALL RESPONSIBILITY FOR INJURY, DEATH, ILLNESS, DISEASE OR DAMAGE TO MYSELF, OR TO OTHERS, INCLUDING, BUT NOT LIMITED TO, CONTRACTING COVID-19 AND ANY RESULTING ILLNESS OR DEATH BY MY ATTENDANCE OR PARTICIPATION IN ANY ACTIVITY OR EVENT AT CARTER OFF ROAD PARK.

Further, I acknowledge that Carter Off Road Park, LLC and Carter Off-Road Park, Inc. (the "Carter Entities") and any members, managers, employees, and agents of the Carter Entities, sponsors, volunteers, security personnel, or employees have not made and do not make any representations, express or implied, that attendance or participation in any event at CARTER OFF ROAD PARK is free from risk of contracting COVID-19 or safe and my attendance at any event at CARTER OFF ROAD PARK is with full knowledge that I may contract COVID-19 which may result in serious illness or death.

As partial consideration for the right to enter CARTER OFF ROAD PARK and attend any event held at CARTER OFF ROAD PARK, I HEREBY VOLUNTARILY RELEASE AND FOREVER AGREE TO HOLD HARMLESS, AND INDEMNIFY THE CARTER ENTITIES, SECURITY PERSONNEL, SPONSORS, THEIR MEMBERS, MANAGERS, AGENTS, AND EMPLOYEES, THEIR OWNERS, AND/OR ANY AND ALL PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE CARTER ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, RIGHTS OF ACTION, AND CAUSES OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION AND ATTENDANCE IN ANY ACTIVITY OR EVENT AT CARTER OFF ROAD PARK, INCLUDING, BUT NOT LIMITED TO, CONTRACTING COVID-19 AND ANY RESULTING ILLNESS OR DEATH WHICH MAY OCCUR. I HEREBY RELEASE THE CARTER ENTITIES, SECURITY PERSONNEL, AND SPONSORS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, INVITEES, EMPLOYEES, LANDOWNERS, VOLUNTEERS AND ALL PERSONS OR ENTITIES CONTRACTING WITH THE CARTER ENTITIES FROM ANY LIABILITY FOR ANY DAMAGES CAUSED BY, ARISING FROM, OR RELATED TO CONTRACTING COVID-19. I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN PROVIDED NOTICE REGARDING THE RISKS OF CONTRACTING COVID-19 BY MY ATTENDANCE AND PARTICIPATION IN ANY ACTIVITY OR EVENT AT CARTER OFF ROAD PARK, AND I UNDERSTAND AND VOLUNTARILY ASSUME THE POTENTIAL RISKS.

Additionally, I represent and warrant to the Carter Entities that I am not showing any symptoms of COVID-19 which include, but are not limited to, a fever, a cough, or shortness of breath.

I further acknowledge, understand, and agree that this Addendum is supplemental to, and not in replacement of, the CARTER OFF ROAD PARK PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT (the "Agreement") which I have also executed, and this Addendum shall not in any way limit any of the provisions of the Agreement. All the provisions of the Agreement are incorporated into this Agreement as if restated in their entirety and shall apply to this Addendum. If any provision of this Addendum or the Agreement is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. I WAIVE MY RIGHT TO A JURY TRIAL FOR ANY ISSUES BETWEEN MYSELF AND THE PARTIES NAMED ABOVE ARISING FROM MY PRESENCE OR PARTICIPATION AT CARTER OFF ROAD PARK.

BY SIGNING THIS FORM, I AGREE TO ALL OF THE ABOVE.

_____	_____	Dependents:
SIGNATURE	DATE	
PRINT NAME: _____	Date of Birth: _____	_____
Driver's License No. _____	State of Issue: _____	_____
HOME ADDRESS: _____		_____
Phone No.: _____	E-mail address: _____	_____
EMERGENCY CONTACT NAME AND NUMBER: _____		_____

ALL INDIVIDUALS ARE ENTERING AND RIDING AT THEIR OWN RISK.