

# HOLLYTREE OFF ROAD, LLC

## RELEASE WAIVER OF LIABILITY ASSUMPTION OF RISK AND AGREEMENT. THIS IS A LEASE OF LIABILITY-READ CAREFULLY BEFORE SIGNING THIS DOCUMENT-IT IS A BINDING AGREEMENT

In consideration of **HOLLYTREE OFF ROAD, LLC, their members, agents, sponsors, employees and other associates**, allowing general admission to **HOLLYTREE OFF ROAD, LLC**, its facilities and off-road related activities or any other activities, scheduled or unscheduled, I agree as follows:

I understand and acknowledge that (a) risks and dangers exist in the use of any motorized vehicle for off-road driving at **HOLLYTREE OFF ROAD, LLC**, off road related activities, or other activities, scheduled or unscheduled, of which I may partake as part of, prior to, or after participation in; (b) my participation and such activities and/or 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 employees, officers, or agents of **HOLLYTREE OFF ROAD, LLC, their members, agents, employees, and other associates**, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable cause; and (e) by my participation in these activities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES**, whether caused in part or in whole by the negligence or other conduct of the owners, agents, officers, or employees of **HOLLYTREE OFF ROAD, LLC, and their members, agents, employees, and other associates**.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **HOLLYTREE OFF ROAD, LLC, their members, agents, 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 participation in these activities which include, but not limited to, the use of off-pavement or other types of vehicles, participation in trail rides, general admission to **HOLLYTREE OFF ROAD, LLC**, off-road related group/club activities, Motorcycle Riding, or ATV/Quad Riding, or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever leasing and discharging **HOLLYTREE OFF ROAD, LLC, its members, agents, employees, and other associates**, from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conducted by **HOLLYTREE OFF ROAD, LLC, their members, agents, employees, and other associates**. I agree that, should any claim or action arise from my participation as described herein, including any issues as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Jackson County, Alabama and I waive Jurisdiction and Venue anywhere else.

I HAVE READ THE ABOVE REFERENCED WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **HOLLYTREE OFF ROAD, LLC, it's members, agents, employees, and other associates** 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 AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE PROVINCE OR STATE IN WHICH SERVICES, MATERIALS AND/OR EQUIPMENT ARE PROVIDED, AND THE COURSE OF BUSINESS IS CONDUCTED, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEAGAL 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 SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT SITE IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION 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 WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED.

**RIDE AT YOUR OWN RISK!**

**ALL INDIVIDUALS WHO ENTER THE PARK MUST COMPLETE WAIVER (PARENT/GUARDIAN MUST FILL OUT FOR MINORS)**

RIDER INITIALS \_\_\_\_\_



Rider under 19? Parent/Guardian Initials \_\_\_\_\_

FLIP OVER TO COMPLETE



I further hereby describe that any vehicle or vehicles that I bring to this event, site, or venue is/ or functional without defect and appropriate, adequate, and intended for the use as contemplated herein and on **HOLLYTREE OFF ROAD, LLC**.

### TRAIL FACILITY RULES

\_\_\_\_\_ My initials indicate I have been provided with reviewed and understand the trail facility rules and I hereby acknowledge that I am bound to honor and abide by them.

### MEDICAL RELEASE

Users of the **HOLLYTREE OFF ROAD, LLC**, facilities, and properties understand that in case of an emergency **HOLLYTREE OFF ROAD, LLC**, its agents, representatives, and personnel may call 911 emergency services, especially in the case of unresponsive accident victims. **HOLLYTREE OFF ROAD, LLC**, users acknowledge all medical bills will be paid by the participant or his/her insurance company. **HOLLYTREE OFF ROAD, LLC**, its agents, sponsors, employees, officers, directors, shareholders and servants will not provide payment for any portion of emergency medical transport or treatment that may result from the use of **HOLLYTREE OFF ROAD, LLC**, facilities, premises, or equipment.

\_\_\_\_\_  
PARTICIPANT NAME (PLEASE PRINT)

\_\_\_\_\_  
DATE OF BIRTH

X \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS (CITY, STATE, ZIP CODE)

### ARE YOU UNDER THE AGE OF 19? (CHECK ONE BOX BELOW)

*BE ADVISED WE MAY ASK FOR IDENTIFICATION/PROOF OF AGE*

YES, I AM UNDER THE AGE OF 19



NO, I AM 19 OR OLDER

### IF YES, PARENT/GUARDIAN INFORMATION REQUIRED

\_\_\_\_\_  
PARENT/GUARDIAN NAME (PLEASE PRINT)

\_\_\_\_\_  
RELATIONSHIP TO PARTICIPANT (PLEASE PRINT)

X \_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

*By signing this you agree to the aforementioned waiver and release of liability. You will also be solely responsible for the supervision and well-being of the participant*

### EMERGENCY CONTACT INFORMATION

\_\_\_\_\_  
EMERGENCY CONTACT NAME (PLEASE PRINT)

\_\_\_\_\_  
EMERGENCY CONTACT PHONE NUMBER

### OFF-ROAD VEHICLE INFORMATION

MAKE: \_\_\_\_\_

MODEL: \_\_\_\_\_

COLOR: \_\_\_\_\_