

**ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE
AND INDEMNITY AGREEMENT**

PATRON: _____ PHONE NUMBER: _____
ADDRESS: _____ STATE: _____
CITY: _____ DRIVERS LICENSE NUMBER: _____
ZIP CODE: _____ DATE OF BIRTH: _____

NAMES OF MINOR(S) (A "Minor" is an individual under the age of eighteen (18) for whom the above Patron is the legal guardian):

In consideration of being allowed on the real property of RRRR Land, L.L.C. located at 49119 Hwy 60, Franklinton, LA and utilizing the property and improvements (the "Premises") consisting of buildings, facilities, equipment, parking areas, trails, camping areas, and lakes (the "Park"), for the purpose of engaging in recreational activities consisting of riding ATVs and other approved vehicles including but not limited to other types of motorized vehicles for on-road and off road use, camping, hiking, boating (including Tarzan boat activities), swimming, picnicking, sightseeing and spectating ("Activities"), the Patron listed above, individually, and on behalf of the Minor(s) as legal guardian, and the Patron and Minor(s) personal representatives, heirs, next of kin and spouse agree as follows:

SECTION ONE. ASSUMPTION OF RISK.

I, individually, and on behalf of the Minor(s), understand and comprehend the risk associated with my physical presence on the Premises at the Park and the Activities engaged in by myself and others at the Park and I assume full responsibility for any risk of bodily injury, death or property damage arising out of my physical presence at the Park, the Activities being engaged in at the Park by myself and all others, my participation in the Activities occurring at the Park whether caused by the negligence of the Releasee or otherwise.

I, individually, and on behalf of the Minor(s), understand that:

- a. The Activities on the Premises and in the Park may involve travel on ATVs and other approved vehicles at a high rate of speed and that such Activities are subject to mishap and even injury of the death of participants and or spectators, including but not limited to, broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property.
- b. Participation in the Activities or participation as a spectator may involve injury, damage or death as a result of the acts or omissions of Patron or other persons.
- c. Participation in the Activities or participation as a spectator involve certain inherent risks associated with Activities on the Premises and in the Park, including but not limited to, physical injury, illness, infection, paralysis, fatal injury, damages or loss, and potential conflict with snakes, spiders, wild animals, bacteria and parasites, exposure to waterborne diseases. Water marked "non-potable" has not been treated in any manner whatsoever.

I, individually, and on behalf of the Minor(s), expressly assume the risk associated with my physical presence on the Premises at the Park and the Activities engaged in by myself and others at the Park.

SECTION TWO. RELEASE OF LIABILITY and COVENANT NOT TO SUE.

I, individually, and on behalf of the Minor(s) as legal guardian, hereby forever do now remise, release, acquit, satisfy and forever discharge RRRR Land, L.L.C. and Zona ATV Recreation Park, L.L.C. and their shareholders, officers, directors, agents, employees, independent contractors, consultants, affiliates, subsidiaries, successors and assigns, promoters, participants, rescue personnel, sponsors, advertisers, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions or instructions, or engage in risk evaluation or loss control activities and their directors, officers, agents, and employees (collectively, "Releasee") from all actions, causes of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which I ever had, now have or may have in the future, or which any personal representative, successor, heir or assign of mine in the future can, shall or may have, for any reason or cause whatsoever, including but not limited to any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence on the Premises at the Park, my participation in Activities at the Park, the condition of the Premises or the action or inaction of Releasee, including any claim that an act or omission was caused in whole or in part by the negligence of one or more of Releasees or resulted from a hidden, latent or obvious defect(s) in the Premises or Activities in the Park.

I, individually, and on behalf of the Minor(s), covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasee arising out of or in any way related to my physical presence at the Park or my participation in Activities at the Park.

SECTION THREE. INDEMNITY AGREEMENT.

I, individually, and on behalf of the Minor(s), agree to indemnify, hold harmless, and defend Releasee from and against any and all claims, costs, expenses, liability (including attorney's fees), strict liability or punitive damages attributable to bodily injury, sickness, infection, disease, or death, or to damage or destruction of property (including loss of use of property) caused by, arising out of, resulting from, or occurring in connection with my physical presence on the Premises at the Park and the Activities engaged in by myself and others at the Park.

SECTION FOUR. INSPECTION AND ACCEPTANCE OF PREMISES.

I, individually, and on behalf of the Minor(s), agree to carefully examine the areas of the Park I intend to use prior to each use of the same, and that my participation in any Activities or the use of any facilities found in the Park will automatically indicate my acceptance of the conditions of the premises as being reasonable and safe for the purposes for which they are used, and the facilities and premises are accepted in an "AS IS" condition without any reservation, limitation or warranty.

SECTION FIVE. NO WARRANTIES.

I, individually, and on behalf of the Minor(s), acknowledge that Releasee has made no warranty, express or implied, regarding the condition of the Park, safety of engaging the Activities, or the physical or mental condition, competency or skills of any other person using the Park or officiating any event held at the Park.

SECTION SIX. SKILLS AND RESPONSIBILITY OF THE PATRON; PARK RULES.

I, individually, and on behalf of the Minor(s), certify that I have examined the Park, am familiar with the conditions associated with the Park and am capable and skilled in the use of ATVs or other approved vehicles that I will operate in the Park. Patron will not allow Minor(s) to engage in any ATV or other approved vehicle activity unless Patron has personal knowledge that the Minor(s) is qualified and able to engage safely in the activity. Patron has inspected the vehicle(s) that Patron and the Minor(s) brought to the Premises and neither Patron nor Minor(s) are aware of any condition that might render the vehicle(s) or Patron or the Minor(s)' abilities to control the vehicle(s) in an unsafe manner in any way.

I, individually, and on behalf of the Minor(s), certify that neither myself nor the Minor(s) have any health condition that will put myself, the Minor(s) or others at risk while participating in the Activities and I understand that it is my sole responsibility to keep myself and the Minor(s) away from all unsafe or dangerous conditions on or about the Premises and to use due care in engaging in the Activities of the Park. I am solely responsible for myself and the Minor(s)' safety, as well as for myself and the Minor(s)' failure to comply with the terms of this Agreement, regardless of whether the act or omission was caused in whole or in part by the negligence of one or more Releasee or by hidden, latent or obvious defects at the Premises.

I, individually, and on behalf of the Minor(s), certify that I and the Minor(s) have sufficient health, accident, and liability insurance to cover bodily injury or property damage Patron and/or Minor(s) may incur while on the Premises and to cover bodily injury or property damage caused to a third party as a result of physical presence at the Park or participation in Activities at the Park. If Patron has no insurance for himself/herself and/or the Minor(s), Patron certifies a capability of personally paying for any and all such expenses or liability for himself/herself and the Minor(s).

I, individually, and on behalf of the Minor(s), acknowledge that I have read and am familiar with and also have agreed to obey and abide by the rules of the Park that are posted at the front gate in the sign up area, and any other rules, regulations and directions of Zona ATV Recreation Park, L.L.C. or any Park officials and all state, local or national laws or governmental regulations regarding the Activities to be engaged in at the Park. I agree to adhere to all safety standards applicable to the safe operation of any ATV or other approved vehicle, as set forth by the manufacturer of said vehicle. I agree to abide by all state, local or national laws or governmental regulations regarding the possession, distribution and consumption of alcohol and "scheduled"/controlled substances including prescription medications and acknowledge that individuals who have not attained the age of twenty-one (21) are not permitted to drink alcohol on the premises.

SECTION SEVEN. WAIVER.

No officer, director, employee, agent, servant or other representative of Zona ATV Recreation Park, L.L.C. is authorized to vary the terms and provisions of this document or to make any oral or written representation contrary to any provisions of this Agreement or otherwise in connection with the subject matter of this Agreement.

SECTION EIGHT. PARTIAL INVALIDITY; GOVERNING LAW; ATTORNEY'S FEES.

If any provision or any portion of any provision of this Agreement, or the application of any such provision or portion of a provision to any person or circumstance, shall be determined to be invalid or unenforceable, then the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by such determination.

The terms and provisions of this Agreement and any dispute arising in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. The parties agree that the venue for any legal action filed in connection with this Agreement shall be in Washington Parish, Louisiana. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION NINE. IMAGES AND SOCIAL MEDIA.

I, individually, and on behalf of the Minor(s), agree that Zona ATV Recreation Park, L.L.C. may take photographs, video, film and other images of Patron and/or the Minor(s) participating in or observing Activities. I, individually, and on behalf of the Minor(s), waive the right of privacy, publicity, compensation, copyright or other rights to those images and consent to Zona ATV Recreation Park, L.L.C. using those images for any purpose, including but not limited to advertising in print, broadcast, on its website and in social media.

WARNING UNDER LOUISIANA LAW, A MOTORIZED OFF-ROAD VEHICLE ACTIVITY SPONSOR OR MOTORIZED OFF-ROAD VEHICLE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A MOTORIZED OFF-ROAD VEHICLE ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE MOTORIZED OFF-ROAD VEHICLE ACTIVITY, PURSUANT TO R.S. 9:2795.4.

I, INDIVIDUALLY, AND ON BEHALF OF THE MINOR(S), HAVE READ THIS ASSUMPTION OF RISK, RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW.

I have executed this Assumption of Risk, Release, Covenant Not to Sue and Indemnity Agreement on this _____ day of _____, 20_____.

[Name of Patron, individually, and on behalf of the Minor(s) listed above]

[Signature of Patron, individually, and on behalf of the Minor(s) listed above]

STATE OF _____
PARISH/COUNTY OF _____

On this ____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as Patron, and acknowledged that affiant executed the same as affiant's free act and deed, individually and in affiant's capacity as Legal Guardian of the Minor(s) listed above. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY