

**WAIVER AND RELEASE AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING  
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

In consideration for my being permitted to participate in the activities of Triple T Holdings, L.L.C. d/b/a Alabama Mud Park (AMP), I agree to the following Waiver and Release.

I acknowledge that that the use of atv's or motorized vehicles has inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of injury to person and property while driving or riding in or on a four wheeler, side by side or any ATV, or recreational motor vehicle, whether accurately described or not;
2. The risk of injury to person and property due to the negligence of others, while others driving a four wheeler, side by side or any ATV, or recreational motor vehicle, whether accurately described or not;
3. Using a four wheeler, side by side or any ATV, or recreational motor vehicle in rugged country, including encounters with wildlife, animals, and insects;
4. Inclement weather conditions;
5. The risk of injury from riding on an all terrain vehicle (ATV) or any vehicle used off the paved road;
6. Damage to a four wheeler, side by side or any ATV, or recreational motor vehicle while in use at an atv park.
7. Failure to abide by all rules, regulations as set out by the Park.

I understand these risks, hazards, and dangers as described above. I understand that these activities may require good physical conditioning and a degree of skill and knowledge of the equipment as well as the condition of the equipment being such to operate safely. I believe I have good conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks, I AM VOLUNTARILY USING PROVIDED BY TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP) WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP), its directors, officers, agents, employees, and volunteers, including landowners whose land I may be using as a part of the activities, from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP), or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, further agree not to sue TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP) as a result of any injury, paralysis, or death suffered in connection with my use and participation in said activities.

I hereby agree to waive my rights of privacy of publicity with regard to TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP) in which I appear and consent to TRIPLE T HOLDINGS, LLC D/B/A ALABAMA MUD PARK (AMP) copyrighting, distributing, televising, publishing and using and way the audio and visual portions of any film and photographs or pictures or me or of interviews, scenes or other sequences in which I may be included, and any reproduction thereof, anywhere at any time through any media for advertising, promotion, trade, television programming or other lawful purpose whatsoever; and I shall not be entitled to receive any royalties or other compensation with such use.

**I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PHONE NUMBER