



ATV RIDING AND CAMPING WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

(Fee-Based Access – Alabama)

This Waiver and Release of Liability (“Agreement”) is entered into by the undersigned Participant (and, if applicable, the undersigned Parent or Legal Guardian of the Participant if the Participant is under 19 years of age), in favor of [The Sandboxx LLC], including their agents, employees, family members, affiliates, officers, insurers, successors, and assigns (collectively, the “Released Parties”).

1. Acknowledgment of Risk

I acknowledge that **ATV riding, off-road travel, camping, and related recreational activities** involve **inherent and potentially serious risks**, including, but not limited to: bodily injury, property damage, illness, permanent disability, or death. These risks may arise from terrain, speed, weather, wildlife, collisions, mechanical failure, negligence, or other causes, whether foreseeable or not.

2. Voluntary Participation and Assumption of Risk

I understand the nature of these activities and affirm that I am voluntarily choosing to enter and use the land for ATV riding, camping, and related activities. I **assume full responsibility for all risks** of injury, death, or damage to property, whether caused by the negligence of the Released Parties or otherwise.

3. Release and Waiver of Liability

In exchange for the right to enter the property and participate in these activities, and in consideration of having paid a fee for access, I hereby agree to **release, waive, discharge, and hold harmless** the Released Parties from any and all liability, claims, demands, or causes of action arising out of or related to any **injury, loss, or damage**, including **death**, that I may suffer or that may be sustained by my minor child or property, **even if caused in whole or in part by the negligence** of the Released Parties.

4. Indemnification

I agree to fully **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, damages, demands, costs, expenses (including reasonable attorney's fees), lawsuits, or causes of action made by any third party arising out of or related to my (or my minor child's) participation or presence on the premises.

5. Medical Authorization and Insurance

I certify that I (and my child, if applicable) am physically fit to engage in ATV riding and camping activities. I agree to be solely responsible for any medical expenses that may arise from injuries or illness incurred while on the property. I acknowledge that I am responsible for providing my own health, accident, and liability insurance.

6. Safety Compliance and Rules

I agree to abide by all posted rules, laws, and instructions from the property owner and staff. I will wear appropriate safety gear at all times, including a helmet while operating or riding an ATV.

7. Use of Property at Own Risk

I understand and agree that **the land may contain natural and man-made hazards**, including but not



limited to: uneven terrain, ditches, cliffs, fallen trees, fences, water hazards, wild animals, and other vehicles. I understand there may be **no on-site medical personnel** or emergency services.

8. Minor Participants

If I am signing on behalf of a minor (under 19 years old in Alabama), I affirm that I am the legal parent or guardian, and I agree to the terms of this Agreement on behalf of the minor. I further agree to defend and indemnify the Released Parties for any claims brought by or on behalf of the minor.

9. Binding Effect and Severability

This Agreement shall be binding on me, my heirs, legal representatives, successors, and assigns. If any portion of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of the State of Alabama**, without regard to conflict of law rules.

Participant Information (Required)

Name: _____

Date of Birth: _____ Age: _____

Address: _____

Phone: _____

Emergency Contact: _____

Signature: _____

Date: _____

For Minor Participants (Under Age 19 in Alabama)

Name of Minor: _____

Parent/Guardian Name: _____

Signature of Parent/Guardian: _____

Date: _____