

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of the opportunity to enter, attend, observe, or participate, in any way, in the Off-Road Florida Off-Road Park event held at Far Reach Ranch on the premises located at 1255 S. Dora Blvd., Tavares, FL 32778 ("Off-road Event"), I, on behalf of myself and all persons or entities claiming by, through or under me, hereby acknowledge, agree, and represent the following:

Knowledge and Assumption of Risks. I hereby represent that I am aware of the risks, dangers, and hazards inherent in attending and participating in the Off-road Event, which risks may include, but are not limited to, vehicular collision(s), flying debris, slipping, losing balance and falling; bodily injuries, emotional distress; illness, disease, drowning; outdoor terrain and conditions thereof; weather and natural forces and conditions; water conditions; conditions of the premises, including, obstacles, wild animals, insects, bees and snakes. I further acknowledge and represent that I will obey all rules posted, or otherwise communicated to me, during the Off-road Event. Recognizing that these risks, and other risks not specifically described herein, are an inherent part of attendance and participation in the Off-road Event, I hereby fully and unconditionally accept and assume responsibility for the consequences of all such risks.

Knowledge and Assumption of Risks – COVID-19. I hereby acknowledge that the novel coronavirus ("COVID-19") is a global pandemic and that infections have been confirmed throughout the United States, including Florida. I understand and acknowledge that my safety or immunity from infection cannot be guaranteed. I am also aware that there is no known vaccination for COVID-19 and that the mode by which COVID-19 is transmitted, or how long it remains on surfaces or in the air, is not entirely known. I fully understand, acknowledge and appreciate these facts and the uncertainty of the virus and how it may impact my health. I knowingly and voluntarily assume all risks associated directly or indirectly with attending and participating in any activity, whatsoever, at the Off-road Event, including traveling to and from the Off-road Event, entering and exiting the premises, camping on the premises, using equipment at the Off-road Event, interacting with other persons at or around the Off-road Event, and/or using facilities within the premises (collectively, the "Voluntary Activity"). With this understanding, I knowingly and voluntarily accept and assume responsibility for the consequences of all such Voluntary Activity.

Release of Claims & Waiver of Liability. I hereby knowingly waive and release, discharge, acquit, and hold harmless Far Reach, LC, d/b/a Far Reach Ranch, Far Reach Management Company, LLC, Mead Land Trust Investments, LLC, Mead Land Trust Investments II, LLC, Far Reach Foods, LLC, and Far Reach Tours, LLC (collectively "Released Parties") its employees, agents, officers, shareholders, attorneys, and all other representatives thereof, from any and all present or future claim of any type including for any harm or loss, economic loss, personal injury, emotional distress, disease, death, and property damage suffered by me in connection with, or resulting from, my attendance at, and participation in, the Off-road Event, whether such damage, harm, injury, or death was caused by my negligence or fault, or by employees, agents, officers, shareholders, or representatives of the Released Parties, or by any other person or entity.

Indemnification & Covenant not to Sue. I further agree and promise to indemnify and hold harmless, and covenant not to sue, the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorneys fees, and/or other loss, including against all claims of harm, damage, injury or death brought by third persons, in connection with my attendance at, and participation in, the Off-road Event, whether or not alleged to have been caused by my negligence or fault, or by the negligence or fault of any employee, agent, officer, shareholder, or representative of the Released Parties.

Understanding & Intent. I have had sufficient opportunity to read this entire agreement, understand the contents of it, and voluntarily agree to be bound by its terms. By signing this agreement, I acknowledge that I am knowingly, voluntarily, and intentionally agreeing to all of the conditions of this waiver, release and indemnification agreement as set forth above, for myself, and on behalf of any minors who accompany me, and understand that I am intentionally waiving and releasing the Released Parties, its employees, agents, principals, shareholders, attorneys, and officers from any and every claim for harm, injury, damage, or death that may arise or result from, or in the course of, my attendance at, or participation in, the Off-road Event, in accordance with the terms of this agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, PARENTAL CONSENT AND INDEMNITY AGREEMENT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I HEREBY SIGN THIS AGREEMENT ON BEHALF OF MYSELF AND MY MINOR CHILD/CHILDREN.

(please print clearly)

Date: _____

Adult #1 Name: _____

Signature: _____

Adult #2 Name: _____

Signature: _____

Minor #1 Name: _____

Age: _____

Minor #2 Name: _____

Age: _____

Minor #3 Name: _____

Age: _____

Emergency Contact: _____

Phone: _____

RELEASE OF LIABILITY, ASSUMPTION OF RISK, PARENTAL CONSENT & INDEMNITY AGREEMENT
READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in any activities organized by Ol'Florida Off-Road Park, LLC, with an address of 29235 CR 561, Tavares, Florida 32788, and/or use of the property, facilities and services of Ol'Florida Off-Road Park, I agree for myself and for the members of my family named on the signature page (page 2), to the following:

- **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Ol'Florida Off-Road Park, LLC, or the employees, representatives or agents of Ol'Florida Off-Road Park, LLC.
- **FEES.** I agree to pay for all damages to the property, facilities and services of Ol'Florida Off-Road Park, LLC caused by any negligent, reckless or willful actions by me or my family.
- **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Ol'Florida Off-Road Park, LLC for injury, loss or damage arising out of my or my family's use of or presence upon the property, facilities and services of Ol'Florida Off-Road Park, LLC, whether caused by the fault of myself, my family Ol'Florida Off-Road Park, LLC or other third parties.
- **INDEMNIFICATION.** I agree to indemnify and defend Ol'Florida Off-Road Park, LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the property, facilities and services of Ol'Florida Off-Road Park, LLC.
- **CONSENT.** I consent to the participation of my minor family members in any activities organized by Ol'Florida Off-Road Park, LLC, and agree on behalf of the minors listed on the signature page to all of the terms and conditions of this Agreement. By signing this Release of Liability, Assumption of Risk, Parental Consent and Indemnity Agreement, I represent that I have legal authority over and custody of all listed minors. I have read and agree to the NOTICE TO THE MINOR CHILD/CHILDREN'S NATURAL GUARDIAN attached hereto, incorporated herein, and by this reference made a part hereof.
- **MEDICAL AUTHORIZATION.** In the event of an injury to any of the minors identified on the signature page during the above described activities, I give my permission to Ol'Florida Off-Road Park, LLC, or to the employees, representatives or agents of Ol'Florida Off-Road Park, LLC, to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on the date this Release is signed and will remain in effect until terminated in writing by the undersigned or until the end of the term of this Agreement, whichever occurs first. Ol'Florida Off-Road Park, LLC shall have the following powers:
 - The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
 - The power to authorize medical treatment or medical procedures in an emergency situation; and
 - The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.
- **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.
- **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Ol'Florida Off-Road Park, LLC has offered to refund any fees I have paid to use its property, facilities and services if I choose not to sign this Agreement.
- **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- **TERM.** I hereby understand and agree that this Agreement shall remain in full force and effect from the date of signing and continuing in force for five (5) years. This agreement shall govern the relations between myself and Ol'Florida Off-Road Park, LLC concerning the matters set forth herein upon any and all present and future activities by the undersigned from the date of signing this Agreement until the Termination Date.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, PARENTAL CONSENT AND INDEMNITY AGREEMENT, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I HEREBY SIGN THIS AGREEMENT ON BEHALF OF MYSELF AND MY MINOR CHILD/CHILDREN.

(please print clearly)

Date: _____

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Signature: _____

Adult #2 Name: _____

Signature: _____

Minor #1 Name: _____

Age: _____

Minor #2 Name: _____

Age: _____

Minor #3 Name: _____

Age: _____

Email: _____

Emergency Contact: _____

Phone: _____

Relationship: _____

Alt Phone: _____

NOTICE TO THE MINOR CHILD/CHILDREN'S NATURAL GUARDIAN

Read this form completely and carefully. You are agreeing to let your minor child/children engage in a potentially dangerous activity. You are agreeing that, even if the Releasee uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this Agreement, you are giving up your child/children's right and your right to recover from the Releasee in a lawsuit for any personal injury, including death, to your child/children or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and the Releasee has the right to refuse to let your child/children participate if you do not sign this form.

Initials _____