

MINOR RELEASE AND ANNUAL WAIVER OF LIABILITY ASSUMPTION AND INDEMNITY AGREEMENT

THIS AGREEMENT APPLIES TO **ROCKS BOTTOM OFFROAD ATV PARK** CAMPING AND RECREATION AREA. THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, BOTH ANNUAL WAIVER AND RELEASE OF LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PRIVATE PROPERTY, AND INDEMNITY FOR ALL THIRD PARTY CLAIMS (HEREINAFTER AGREEMENT) THE UNDERSIGNED FOR AND IN CONSIDERATION OF AND FURTHER FOR AND IN EXCHANGE OF ROCKS BOTTOM OFFROAD ATV PARK ALLOWING MY PAID USE OF THE PREMISES AS FOLLOWS:

I KNOW THAT ATV, INCLUDING FOUR WHEELERS, MOTORCYCLES, THREE WHEELERS, DUNE BUGGY, DIRT BIKES, GO KARTS, AND BICYCLE RIDING IS INHERENTLY DANGEROUS SPORTS AND RECREATION ACTIVITIES, IN WHICH I CHOOSE TO VOLUNTARILY PARTICIPATE AT MY OWN RISK. I AM AWARE THAT THE INHERENT AND USUAL GREAT RISKS, HAZARDS AND SUBSTANTIAL DANGERS OF PERSONAL INJURY, DEATH AND DISABILITY OR PROPERTY DAMAGE AND LOSS FROM RIDING ATVS, SUCH AS FOUR WHEELERS, THREE WHEELERS, MOTORCYCLES, DUNE BUGGY, DIRT BIKES, GO KARTS, AND BICYCLES (COLLECTIVELY "DAMAGES"), NECESSARILY INCREASE WHEN I OR OTHERS USE RAMPS, TRAILS, TRACES, UNALTERED NATURAL TERRAIN, INCLINES OR DECLINES, MUD BOWLS, ROUGH EARTHEN TERRAIN AND ANY MANMADE AREA OR EARTHEN TERRAIN. I KNOW THAT THE INHERENT FORESEEN AND OFTEN UNFORESEEN RISKS, HAZARDS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO, MOTOR PROPELLED ATVS AND BICYCLES WHICH CAN LEAD TO OR CAUSE STRAINS, BRUISES, BROKEN BONES, CONCUSSION, HEAT EXHAUSTION AND MANY OTHER INJURIES, DEATH AND PROPERTY DAMAGE RESULTING FROM FALLING OR BEING THROWN FROM THE ATV, WRECKING, JUMPING, LANDING, PERFORMING TRICKS, OR OTHER ACTIVITIES, AS WELL AS COLLIDING WITH OTHER OBJECTS, USERS, STAFF, BYSTANDERS OR SPECTATORS. I ALSO UNDERSTAND THAT THESE INHERENT, GREAT, INCREASED RISKS, HAZARDS, AND DANGERS ARE FURTHER INCREASED WHEN OTHER PERSONS, WHETHER OR NOT OF THE SOME LEVEL OF EXPERIENCE OR SKILL, ARE PRESENT AT THE SAME TIME AND USING THE SAME FACILITIES ("ALL OF THE ABOVE, DEFINED ACTIVITIES ARE COLLECTIVELY REFERRED TO THROUGHOUT THE AGREEMENT AS THE HAZARDOUS RECREATIONAL ACTIVITIES")

BY THIS AGREEMENT, IT IS MY INTENTION TO FOREVER RELIEVE ROCKS BOTTOM OFFROAD ATV PARK AND ANYONE ASSOCIATED WITH AND WORKING FOR ROCKS BOTTOM OFFROAD ATV PARK INCLUDING, BUT NOT LIMITED TO, ITS OWNERS, LANDLORDS, OFFICERS, EMPLOYEES AND AGENTS, VOLUNTEERS, SPONSORS, VENDERS, CONTRACTORS AND EXHIBITORS OR ANY DUTY TO ME AND I DO ASSUME THE ENTIRE RISK OF FORESEEN OR UN FORESEEN, KNOWN OR UNKNOWN, BODILY AND PERSONAL INJURY, DAMAGES, LOSSES, DEATHS, PROPERTY CLAIMS, MEDICAL EXPENSES, HOSPITAL EXPENSES AND ANY OTHER TYPE OF PERSONAL OR PROPERTY DAMAGE CLAIMS OR EXPENSES THAT MIGHT OCCUR DURING THIS AGREEMENT. I ALSO INTEND TO FOREVER RELEASE, DISCHARGE AND ABSOLVE ROCKS BOTTOM OFFROAD ATV PARK FROM ANY AND ALL LIABILITY FOR ANY ACTIVE OR PASSIVE NEGLIGENCE WHATSOEVER BY ROCKS BOTTOM OFFROAD ATV PARK AND TO WAIVE AND RELINQUISH ANY CLAIM, DEMAND OR CAUSES OF ACTION, OF WHATSOEVER KIND OR NATURE OR KNOW OR UNKNOWN, AGAINST ROCKS BOTTOM OFFROAD ATV PARK FOR ANY PROPERTY DAMAGE, LOSS, EXPENSE AND FOR ALL PERSONAL INJURY, DAMAGE, LOSS, HARM, DEATH, HOSPITAL EXPENSE OR ANY OTHER TYPE OF EXPENSE CAUSED BY ANY NEGLIGENCE OF ROCKS BOTTOM OFFROAD ATV PARK OR OTHER PERSONS USING THE RECREATION AREA AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM ROCKS BOTTOM OFFROAD ATV PARK, BY THIS AGREEMENT, I ALSO INTEND TO AND DO FOREVER RELEASE, DISCHARGE, WAIVE AND RELINQUISH AND ABSOLVE ROCKS BOTTOM OFFROAD ATV PARK FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST ROCKS BOTTOM OFFROAD ATV PARK FOR ANY PROPERTY DAMAGES, LOSS OR EXPENSE AND PERSONAL INJURY, DAMAGES, LOSS, HARM, DEATH, MEDICAL EXPENSES OR HOSPITAL EXPENSES AND ANY OTHER TYPE OF EXPENSE CAUSED BY THE HAZARDOUS RECREATIONAL ACTIVITIES AND /OR BY THE CONDITION AND /OR MAINTENANCE OF THE RECREATIONAL PREMISES OR ANY OF IT EQUIPMENT, STRUCTURES OR DEVICES INCLUDING BUT NOT LIMITED TO RAMPS, TRACES, UNALTERED TERRAIN, INCLINES OR DECLINES, MUD BOWLS, ROUGH NATURAL EARTHEN TERRAIN OR ANY MANMADE RIDING AREAS OR ALTERED TERRAIN AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM ROCKS BOTTOM OFFROAD ATV PARK FOR INJURIES OR DEATH RESULTING FROM ANY ACTIVITY, OR ANY REASON WHATSOEVER OR FROM ANY INJURIES OR DAMAGES WHICH OCCUR AT THE RECREATION AREA. IN CONSIDERATION OF BEING PERMITTED TO UTILIZE FOR PAY THE RECREATION AREA, I AGREE AS FOLLOWS:

AS TO MY PARTICIPATION IN ANY ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE HAZARDOUS RECREATIONAL ACTIVITIES AND AS SO ANY AND ALL LIABILITY AND FOR ANY INJURY OR DAMAGES WHICH I MAY SUFFER OR INCUR DUE TO ANY CAUSE WHATSOEVER, WHILE ON THE RECREATION AREA PREMISES, I HEREBY AGREE:

TO FOREVER WAIVE ANY AND ALL CLAIMS FOR ANY INJURY AND /OR DAMAGES THAT I MAY HAVE AGAINST ROCKS BOTTOM OFFROAD ATV PARK OR ANY OTHER PERSON, LANDLORD, COMPANY OR ENTITY IN ANY WAY ASSOCIATED

TO FOREVER RELEASE ROCKS BOTTOM OFFROAD ATV PARK FROM ANY AND ALL LIABILITY FOR ANY INJURY AND OR DAMAGES THAT I MAY SUFFER OR INCUR, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY, INCLUDING BUT NOT LIMITED TO HAZARDOUS RECREATION ACTIVITIES.

TO FOREVER HOLD HARMLESS AND INDEMNIFY ROCKS BOTTOM OFFROAD ATV PARK FROM ANY AND ALL LIABILITY FOR ANY INJURY AND/OR DAMAGES TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN ANY ACTIVITY, INCLUDING BUT NOT LIMITED TO THE HAZARDOUS RECREATIONAL ACTIVITIES.

TO WAIVE AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS IN TH EVENT OF PROPERTY DAMAGES OR MY INJURY, DISABILITY OR DEATH.

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE ROCKS BOTTOM OFFROAD ATV PARK SPEED LIMIT, NO ALCOHOLIC BEVERAGES AND OTHER RULES OF USE WHILE USING THE RECREATION AREA. I UNDERSTAND THE RULES AND AGREE THAT VIOLATION OF THE RULES MAY RESULT IN LOSS OF THE RECREATION AREA PRIVILEGES, REMOVAL FROM THE AREA AND OR SANCTIONS

I ACKNOWLEDGE AND UNDERSTAND THAT ROCKS BOTTOM OFFROAD ATV PARK IS AN RIDE AT YOUR OWN RISK RECREATION FACILITY

ROCKS BOTTOM OFFROAD ATV PARK DOES NOT SUPERVISE ATV, FOUR-WHEELER, THREE-WHEELER, MOTORCYCLE, DUNE BUGGY, DIRT BIKES, GO KARTS, AND BICYCLES, USE OR USERS AND ASSUMES NO RESPONSIBILITY FOR THEM. I ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT AFFORDS ROCKS BOTTOM OFFROAD ATV PARK BROADER RIGHTS, AND PROTECTIONS THAT PROVIDED STATUTE AND STATE LAW AND WILLINGLY AGREE TO SUCH BROADER RIGHTS AND PROTECTIONS FOR ROCKS BOTTOM OFFROAD ATV PARK. I AGREE THAT THIS AGREEMENT IS INTENDED TO BE AT LEAST AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAWS OF THE STATE OF MISSISSIPPI AND THAT OF ANY PORTION IF THE AGREEMENT IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I CERTIFY THAT I HAVE NO MEDICAL CONDITION THAT WOULD CAUSE PARTICIPATION OF ANY ACTIVITIES AT THE RECREATION AREA TO INCREASE THE RISK OF HAZARDS TO MY HEALTH. IN ADDITION, I AUTHORIZE ROCKS BOTTOM OFFROAD ATV PARK TO PROVIDE OR CAUSE TO BE PROVIDED SUCH MEDICAL TREATMENT THAT MAY BE NECESSARY OR APPROPRIATE IF I AM INJURED WHILE AT THE RECREATION AREA WITHOUT THERE BEING ANY ADMISSION OR IMPLICATION OF RESPONSIBILITY ON ROCKS BOTTOM OFFROAD ATV PARK PART BY BEING SO. I UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND BIND ME, MY HEIRS, ESTATE AND ASSIGNS FOR ANY AND ALL PRESENT AND FUTURE ALLOWED OR UNAUTHORIZED USE OF THE RECREATION AREA

I HEREBY GIVE MY CONSENT AND PERMISSION FOR ROCKS BOTTOM OFFROAD ATV PARK, TO USE AND PUBLISH MY PHOTOGRAPHS AND/OR VIDEOS FOR PROMOTIONAL PURPOSES

I HAVE READ AND VOLUNTARILY SIGNED THIS AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE BY ROCKS BOTTOM OFFROAD ATV PARK WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE LEGAL GUARDIAN OF THE BELOW LISTED MINOR PARTICIPANT AND THAT I AM EXECUTING THIS MINOR RELEASE AND ANNUAL WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR AND ON BEHALF OF SAID MINOR WITH ALL TERMS AND CONDITIONS OF ABOVE AND FOREGOING AGREEMENT-BEING APPLICABLE TO SAID MINOR, THEIR HEIRS AND ASSIGNS, PARENTS GUARDIANS AS WELL OF THE MINORS LEGAL GUARDIAN

MINOR NAME: _____ DOB _____

Address: _____

City _____ STATE _____ ZIP CODE _____

Phone: _____

Emergency Contact (Name) _____ (Phone) _____

LEGAL GUARDIAN (PRINT) _____ SIGNATURE _____ DATE _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY TO ROCKS BOTTOM OFFROAD ATV PARK LEGAL GUARDIAN'S SIGNATURE MUST BE WITNESSED AND/OR NOTARIZED IN ACCORDANCE WITH THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE _____ DAY OF _____ 2024

NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI

MY COMMISSION EXPIRES: _____

NOTARY'S PRINTED NAME: _____

*****WITNESSED BY*****

CAN ONLY BE WITNESSED IF IT IS IN FRONT OF A ROCKS BOTTOM OFFROAD EMPLOYEE
ANY OFF-SITE SIGNATURES MUST BE NOTARIZED

WITNESS SIGNATURE _____ DATE _____