

4x4 Life Off Road Season Pass

A season pass costs \$250 dollars for the year plus applicable fees. One pass covers one off-road capable vehicle. The year starts April 15, 2019 and extends through April 15, 2020.¹

All of the following are included with the purchase of a season pass:

- All pass holders can camp, wheel and cook.
- All pass holders can help develop the property and build trails. You build it and you name it.
- All pass holders will receive a 2019 sticker and flag to indicate their season pass holder status.

4x4 Life OffRoad Rules and Guidelines:

1. Pass holders **CAN ONLY ACCESS** the property without guides on Thursday, Friday, Saturday, and Sunday April 15, 2019 through October 1, 2019 & February 1, 2020 through April 15, 2020.
2. During hunting season, pass holders **CANNOT** access the property unless stated by a 4x4 Life OffRoad Administrator. Hunting season for this property will be considered October 1, 2019 through January 31, 2020.
3. There will be two designated rides during hunting season. 4x4 Life OffRoad Administrators will set the dates for the two rides. The two rides are available for **ONLY** season pass holders.
4. The pass holder must sign and date the Waiver Form and send it to 4x4 Life OffRoad for our records.
5. Guests are not permitted on the property unless 4x4 Life OffRoad administrators state otherwise. **NO** secondary vehicles allowed. We allow only one season pass per vehicle. Season pass holders can, however, have as many guests as their vehicle can legally accommodate.
6. Children must be properly restrained in child seats or booster seats.
7. All pass holders must be 18 years or older.
8. **NO** alcohol is allowed while operating **OR** riding in a motor vehicle.
9. **NO** ATVs, UTVs, or similar motorized vehicles may enter the trails.²

¹ Excluding hunting season October 1, 2019-January 31, 2020. See Rules and Guidelines for more detail.

² Off-road capable vehicles such as Jeeps, Toyotas, or Land Rovers are considered acceptable motorized vehicles (list is not exclusive, but simply illustrative).

We ask that all pass holders sign and date this document to indicate they understand the rules and rights outlined in this document. Any breach to the rules outlined in this document will result in the termination of the season pass without refund of payment. ANY breach of the requirements and regulations expressed in this document will result in a forfeiture of payment and a revocation of the season pass. 4x4 Life OffRoad maintains the right to amend the Rules and Guidelines so long as the company provides proper notice to its season pass holders.

By signing and dating this document the pass holder agrees that (1) he or she has read and agreed to the Rules and Regulations set forth by 4x4 Life OffRoad, (2) he or she has signed the waiver form and returned the document to 4x4 Life OffRoad, (3) he or she understands that 4x4 Life OffRoad may amend the Rules and Guidelines at its discretion, but requires proper notice to be given to season pass holders, (4) he or she has insurance on the vehicle at the time of becoming a season pass holder, and (5) he or she has a valid driver's license.

Pass Holder's Printed Name

Date

Pass Holder's Signature

Date

4x4 Life OffRoad
Administrator's Signature

Date

If you have any questions, do not hesitate to contact us at 4x4lifeoffroad@gmail.com or at our Facebook account "4x4 Life OffRoad".

Release, Waiver of Liability, and Indemnity Agreement (Louisiana R.S. 9:2795.4)

In consideration of being permitted to participate in any event and/or activity sponsored, promoted, or directed by 4x4 Life Off Road LLC (hereinafter referred to as "4x4LIFE"), the undersigned for him/herself, personal representatives, heirs, assigns and relatives **FOREVER DISCHARGE AND RELEASE 4X4LIFE** and their respective officers, directors, promoters, sponsors, employees, property owners, lessors, lessees, insurers, and agents ("hereafter referred to as **RELEASED PARTIES**"), from any and all liability while the undersigned(s) is for any purpose participating in such event and/or activity. It is fully understood by each of the undersigned(s) that there is some inherent risk associated with the event and/or activity, including but not limited to, damage to vehicles and property, personal injury and/or death. In accordance with the above statute, this waiver shall not limit liability of a sponsor, a motorized off-road vehicle professional, or any other person if the sponsor, professional, or other person either: (1) provided the equipment, and knew or should have known that the equipment was faulty, and such equipment was faulty to the extent that it did cause the injury; (2) failed to make reasonable and prudent efforts to determine that ability of the participant to engage safely in the motorized off-road vehicle activity; (3) owned, leased, rented, or otherwise was in lawful possession and control of the land or facility upon which the participant sustained injuries because of dangerous latent condition which was known or should have been known to the motorized off-road vehicle activity sponsor, motorized off-road vehicle professional, or other person and for which warning signs have not been conspicuously posted; (4) committed an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury; and (5) intentionally injured the participant. The above list is exhaustive and the undersigned understands and **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK OF** any and all losses, bodily injuries, deaths, sicknesses, diseases, damages, destruction of undersigned's property or property damages or otherwise which arise from, related to or occur in connection with the participation by the undersigned in any event and/or activity sponsored, promoted, or directed by 4X4LIFE not resulting from a reason specified above in Items (1)-(5). In addition, to the fullest extent allowed by law, the undersigned(s) **AGREES TO IMMEDIATELY DEFEND, INDEMNIFY AND HOLD HARMLESS** the RELEASED PARTIES from any and all losses, liabilities, damages, expenses, claims (including alleged), cost (including reasonable attorney's fees), bodily injury, death, or property damage, bodily injuries, deaths, sicknesses, diseases, destruction of undersigned property which arise from or occur in connection with the participation by the undersigned(s) in any event and/or activity sponsored, promoted, or directed by 4X4LIFE and not resulting from a reason specified above in Items (1)-(5).

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

In signing this release, each of the undersigned hereby acknowledges, agrees and represents the following:

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement (hereinafter "Release").
2. That he or she shall at all times, while riding in a vehicle participating in events, wear their respective seat and shoulder belts.
3. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition, and that said vehicle is in compliance with all applicable state laws, including the required liability insurance.
4. That the owner/driver has informed himself/herself about the event and trail involved in the event, either by prior participation or by investigation into the event or trail.
5. That the owner/driver agree to assume full responsibility for his/her passengers in his/her vehicle and insures that all passengers have signed this Release.
6. That the owner/driver has liability insurance on the vehicle driven as required by the state in which it is registered and the owner/driver agrees to assume full legal liability for any damage or injury which may be caused by his/her acts or omissions while participating in said event and/or activities.
7. That the above warning shall satisfy the written notice requirement of Louisiana Revised Statute 9:2795.4.
8. That this Release shall be signed by **ALL PARTICIPANTS** prior to commencement of the event and/or activities.
9. For a participant under the age of 18 years of age, both parents, the parent with legal custody, or the minor's legal guardian must sign this Release and write the word "minor" and age next to the minor's name.

April 15, 2019 through April 15, 2020

Vehicle: _____ Year: _____ Vehicle License #: _____ State: _____

Driver's Signature Print Name Date Signed

1st Passenger's Signature Print Name Date Signed

2nd Passenger's Signature Print Name Date Signed

3rd Passenger's Signature Print Name Date Signed

4th Passenger's Signature Print Name Date Signed