

# BOGGS AND BOULDERS OFF-ROAD PARK AND CAMPGROUND, LLC

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

IN CONSIDERATION OF BEING PERMITTED TO COMPETE, OFFICIATE, OBSERVE, WORK, OR PARTICIPATE IN ANY WAY IN ANY AND ALL EVENTS OR ACTIVITIES OR SITUATIONS OCCURRING WITHIN THE BOGGS AND BOULDERS OFF-ROAD PARK AND CAMPGROUND, LLC (EVENTS) OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (DEFINED AS ANY AREA REQUIRING SPECIAL AUTHORIZATION, CREDENTIALS, OR PERMISSIONS TO ENTER OR ANY AREA TO WHICH ADMISSION BY THE GENERAL PUBLIC IS RESTRICTED OR PROHIBITED). EACH OF THE UNDERSIGNED, FOR HIMSELF, HIS PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN:

1. ACKNOWLEDGES, AGREES, AND REPRESENTS THAT HE HAS OR WILL IMMEDIATELY UPON ENTERING ANY OF SUCH RESTRICTED AREAS, AND WILL CONTINUOUSLY THEREAFTER, INSPECT THE RESTRICTED AREAS WHICH HE ENTERS, AND HE FURTHER AGREES AND WARRANTS THAT, IF AT ANY TIME, HE IS IN OR ABOUT RESTRICTED AREAS AND HE FEELS ANYTHING TO BE UNSAFE, HE WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH AND IF NECESSARY WILL LEAVE THE RESTRICTED AREAS AND/OR REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING, ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LEASEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES AND EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHERS WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS LIABILITY, DAMAGE, OR COST THEY MAY INCUR ARISING OUT OF OR RELATED TO THE EVENTS THAT ALLEGEDLY RESULT IN OR CAUSE UNDERSIGNED'S INJURY OR DEATH. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE EVENT(S) WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. EACH OF THE UNDERSIGNED, ALSO EXPRESSLY ACKNOWLEDGES THAT INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES, AND RELEASES THE RELEASEES FROM ALL OF THE SAME.
6. HEREBY AGREES THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENCE RESCUE OPERATIONS AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OR PROVINCE IN WHICH THE EVENT(S) IS/ARE CONDUCTED AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOT WITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY THE AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I HAVE PERSONAL IDENTIFICATION PROVING I AM 19 YEARS OF AGE OR OLDER. I ACCEPT ALL RESPONSIBILITY FOR MY SAFETY AND WELLBEING WHILE VISITING BOGGS AND BOULDERS OFF-ROAD ADVENTURE PARK AND CAMPGROUND, LLC, IN BROOKLYN AL. I UNDERSTAND THAT THIS PROPERTY MAY CHALLENGE MY PERSONAL SKILLS WHILE DRIVING, SWIMMING, AND HIKING OR ANY OTHER ACTIVITIES IN THE PARK. THAT IS THE REASON I'M VISITING HERE TO TEST MY SKILLS OR DETOUR ANY QUESTIONABLE AREAS AHEAD OF ME. I UNDERSTAND IT IS MY RESPONSIBILITY TO FURNISH AND USE ALL SAFETY EQUIPMENT REQUIRED BY THE MANUFACTURER OF THE VEHICLE I AM DRIVING OR RIDING IN THE BOUNDARIES OF THIS PARK. WITH REGARDS TO ANY ACCIDENTS IN WHICH I MAY BE INVOLVED IN CAUSE DAMAGES OR INJURIES TO ANOTHER PERSON(S) OR ANOTHER PERSONS PROPERTY IS MY RESPONSIBILITY TO SETTLE WITH THEM. BOGGS AND BOULDERS OFF-ROAD ADVENTURE PARK AND CAMPGROUND, LLC OR THE LANDOWNER WHERE THE ACCIDENT OCCURS IS NOT RESPONSIBLE FOR ANY BODILY INJURY AND/OR DEATH, AND/OR PROPERTY DAMAGE. I UNDERSTAND THAT WIND, RAIN, STORMS AND OTHER ACTS OF NATURE CAN CHANGE CONDITIONS OF THE TERRAIN I TRAVEL AND I HAVE TO BE AWARE AND CAUTIOUS ESPECIALLY TRAVELING AT NIGHT IN THIS PARK. BOGGS AND BOULDERS OFF-ROAD ADVENTURE PARK AND CAMPGROUND, LLC IS NOT RESPONSIBLE TO SETTLE ANY CIVIL DISPUTES OTHER THAN OFFERING REASONABLE ADVICE OR CALL IN LAW ENFORCEMENT IF NECESSARY. I UNDERSTAND BOGGS AND BOULDERS OFF-ROAD ADVENTURE PARK AND CAMPGROUND, LLC IS NOT RESPONSIBLE FOR ANY THEFT OR LOSS OF PROPERTY BUT WILL OFFER ASSISTANCE TO INVESTIGATE IT. I FULLY UNDERSTAND THAT NO GLASS BOTTLES, DRUGS OR FIREARMS ARE ALLOWED ON THIS PROPERTY AND IF ANY ARE FOUND IN MY POSSESSION I'M SUBJECT TO BEING ESCORTED OFF THE PROPERTY AND BANNED FOREVER OR POSSIBLY ARRESTED. I UNDERSTAND SWIMMING IS AT MY OWN RISK WITH NO LIFEGUARDS ON DUTY ANYWHERE IN THE PARK. ALCOHOL IS ALLOWED BY ADULTS BUT OVERUSE IS NOT ALLOWED AND SUBJECT TO BEING TOLD TO LEAVE THE PROPERTY WITH A SOBER DRIVER. I FULLY UNDERSTAND THIS AGREEMENT AND ITS RULES AND RISKS AS I READ IT AND SIGN THIS DOCUMENT OR I HAVE THE RIGHT TO REFUSE AND EXIT THE PREMISES BEFORE ENTERING THE PROPERTY

### ALL SECTIONS MUST BE COMPLETED

PRINT NAME HERE

SIGN NAME HERE

DATE

YOUR PHONE NUMBER

EMERGENCY CONTACT NAME

EMERGENCY CONTACTS PHONE NUMBER

COPY LICENSE BELOW