

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR BOGGIN' ON THE PLAINS

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A WAIVER OF LEGAL RIGHTS AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND DEPRIVES YOU OF THE RIGHT TO SUE BOGGIN' ON THE PLAINS, LLC, BOP, BOGGIN, LLC AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS CONSEQUENCE.

IN CONSIDERATION of Boggin, On The Plains, LLC and BOP Boggin, LLC, who owns and operates Boggin' On The Plains, hereinafter referred to as "Park", allowing me to participate in any activity which includes without limitation, riding all-terrain vehicles, motorcycles or other forms of motorized and non-motorized equipment, camping, hiking, fishing, picnicking, nature study, sightseeing, equine, or spectator activity, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representative, executors, administrators, successors, and assigns, do hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, hereinafter referred to as "Agreement";

1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the activities in which the Park provides; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in activities; (iii) I have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in activities.
2. I understand and acknowledge the physical and mental rigors associated with the activities in which the Park provides and realize that such activities are inherently dangerous and represent an extreme test of a person's physical and mental limits. I understand that participation involves risks and dangers which include, without limitation the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ground conditions; water, road and surface hazards; equipment failure, inadequate safety measures; participants of varying skill levels; situation beyond the immediate control of the Park; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown. I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participating in activities, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damage, liabilities, losses or expenses which I incur as a result of my participation in activities.
3. I agree to be familiar with and to abide by the Rules, Regulations, and laws established for the activities, which include without limitation the rules of operation and warning guidelines of equipment used in said activities, park rules and warnings, and local, state, and federal laws. I also accept sole responsibility for my own conduct and actions while participating in the activities, and the condition and adequacy of my equipment.
4. I hereby grant full permission to the Park and/or any and all agents authorized by them to use any photographs, videotapes, motion pictures, recording and any other record of activity or events for any legitimate purpose.
5. I hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Boggin, On The Plains, LLC BOP Boggin', LLC, their Insurers, Promoters, Race Directors, Sponsors, Advertisers, Law Enforcement Agencies and other Public Entities providing support for the activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, representatives, and volunteers (Individually and Collectively, the "Released Parties"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorneys fees) of any kind or nature ("Liability") which may rise out of, or relate to my participation in the activities, including claims for Liability caused in whole or in part by the negligence of the Release Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such claim.
6. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. My signature is relied on by the Released Parties for the engagement in activities at the Park. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement is intended to be as broad as Alabama laws allow.

This Waiver of Legal Rights and Release of Liability, Assumption of Risk, and Indemnity Agreement is in effect from the date of signing and is continuing in nature.

Name (Print) _____ Name (Sign) _____

Date of Birth _____ Drivers License Number _____ Phone Number _____

Date _____ Additional Minor(s) _____

Parental Consent (required if the participant is less than 19 years of age) As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim. I further certify, covenant and warrant that the signature below as Parent and/or Legal Guardian certifies that I am the Parent and/or Legal guardian of the minor and/or have the legal authority to act on behalf and enter into this Agreement for the minor and bind the minor to its terms. I acknowledge that I am signing this Agreement individually and on behalf of the minor and the Parent and/or Legal Guardian and the minor both agree to the terms hereof.

Parent Name (Print) _____ Parnt Name (Sign) _____

Date of Birth _____ Drivers License Number _____ Phone Number _____

Witness _____ Amount Paid _____