

WAIVER OF RIGHT TO SUE AND WAIVER OF LIABILITY

This is a contract wherein in order for you to use our off road recreational park you are forfeiting your legal right to file a law suit for damages in case of injury, death or damage to property. If you choose not to sign this Release and Waiver of Liability, you can not be granted access to the off road recreational park. It is not economically feasible for us to offer this park for recreational use and risk a law suit against us if you are injured or killed in off road recreational activities. "Off Roding", "Four Wheeling", "ATVing", on trails or off paved surfaces in four wheel drive vehicles; ATV's or other off road conveyances is inherently dangerous. Operating or riding as a passenger is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I further understand that as an Invitee I may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES AND INSECTS, WHICH ARE NOT TAME, MAY BE DANGEROUS, SAVAGE, AND UNPREDICTABLE IN NATURE, AND ALSO WANDERING AT THEIR WILL. In consideration of the acceptance of this Contract, the undersigned agrees that Rattlesnake Hill Venture Park LLC and any and all other persons or entities involved in providing the off road park for recreational use, together with all their agents, subcontractors, tenants, employees and volunteers, SHALL NOT BE LIABLE for death or injury, for any loss due to theft of or damage to property or for any other consequential or incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or even slight care by Rattlesnake Hill Venture Park, LLC in the conduct of off road activities at the Off road recreational park. Furthermore, each of the undersigned DOES HEREBY WAIVE any and all claims, or causes of action against Rattlesnake Hill Venture Park, LLC which he or she may have by reason thereof AND DOES HEREBY RELEASE AND HOLD HARMLESS the Rattlesnake Hill Venture Park LLC FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION that he or she may have as a result of access to the off road recreational park. Each of the undersigned further agrees not to bring or cause to be brought any suit or any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability or ordinary or gross negligence. The undersigned agrees that, should emergency medical treatment be required, they and their own accident/medical insurance company shall pay for ALL AND be solely liable for ALL such incurred expenses. The undersigned has accident/medical insurance with

and the policy number is

Each of the undersigned further acknowledges that the execution of this Release and Waiver is continuing in nature, that it is his or her free and voluntary act, that he or she does not intend to participate in use of the off road recreational park until or unless he or she has had full opportunity to his or her satisfaction to receive all information from Rattlesnake Hill Venture Park, LLC or agents or employees of Rattlesnake Hill Venture Park, LLC which might bear on his or her decision to participate in off road activities and that he or she is under no duress or undue influence. Further each of the undersigned intends both that he, or she be legally bound hereby and in the event of his or her death, that this Release and Waiver shall be binding on his or her estate, heirs, beneficiaries or any other successors in interest. The undersigned hereby grants full permission to Rattlesnake Hill Venture Park, LLC to use any photographs, video tapes, motion pictures, recordings or other records of their use of the off road recreational park and to do so without notice or compensation to him or her. All vehicles must be operated in safe manner and in accordance with the off road recreational park rules or the operator thereof will be asked to leave the off road recreational park immediately. This Release and Waiver shall be construed under the laws of the Commonwealth of Mississippi. THE SIGNATURE BELOW VERIFIES THAT EACH OF THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FORGOING and further certifies that the information provided in this Contract is true and complete. IN WITNESS

WHEREOF, each of the persons desiring to use the off road recreational park has set forth his or her hand on the date below written.

For a participant under the age of eighteen (18) years of age, both parents, or the minors legal guardian, must sign this Contract and Release form, and write the word minor, and age of the minor, next to the minor's name. If both parents are not present at the park, a notarized copy of this form with the both parent's signatures is required.

Date: _____

Signature: _____

Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Driver's License Number: _____

I have received a copy of the park rules and I will read and explain these rules to other family Members _____

OTHER FAMILY MEMBERS:

Date: _____ Spouse Signature: _____ Name: _____

Driver's License Number: _____

Date: _____ Signature: _____ Name: _____

Driver's License Number: _____

Date: _____ Signature: _____ Name: _____

Driver's License Number: _____

Date: _____ Signature: _____ Name: _____

Driver's License Number: _____

Date: _____ Signature: _____ Name: _____

Driver's License Number: _____

Date: _____ Signature: _____ Name: _____

Driver's License Number: _____