

## "THE PARK", By VFM, Inc.

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

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (print name of person) entering "THE PARK" hereinafter referred to as "Participant". Participant is: ( ) Over the age of eighteen (18) ( ) Under the age of eighteen (18) and, if under the age of eighteen (18) \_\_\_\_\_ (Print name of Legal Guardian of Participant) is the Legal Guardian for the above. Participant agrees to this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for any purpose for which Participant enters "THE PARK". The term of this Agreement shall begin on \_\_\_\_\_, 2017 and continue in full force and effect from that date until December 31, 2017. Participant (and Guardian) in consideration for being permitted to enter "THE PARK" to compete, officiate, observe, work for, or participate in any way in the Activities or being permitted to enter for any purpose any AREA. I also give my consent to the use of my image in any advertisement or social media. EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such AREAS, and will continuously thereafter, inspect the AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about ANY AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the AREAS and /or refuse to participate further in the Activities.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENTS NOT TO SUE VFM, Inc, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any AREA, sponsors, advertisers, the owners, lessees and lessors of premises used to conduct the Activities, 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 Activities and each of them, their directors, officers, agents, and employees, all of the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY 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 ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. Hereby agrees to indemnify and save and hold harmless the Releases and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the ACTIVITIES whether caused by the negligence of the releases or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the ACTIVITIES whether caused by the negligence of releases or otherwise.
5. Hereby acknowledge that some activities of the activities are very dangerous and involve the risk of serious injury 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 releases.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, Including Negligent Rescue Operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Mississippi, in which the Activities is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
8. This Agreement shall be construed under and in accordance with the laws of the STATE OF MISSISSIPPI.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10. This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.

11. I have read and understand the Manufacturer's Recommended Safe Operating Guidelines for the ATV/RUV that I/my family member will be operating/riding and agree to adhere to these "Guidelines".

12. I understand that the safe operation of an ATV/RUV includes riding with a "buddy" who is capable of rendering assistance.

13. I give permission for my likeness to be used if photographed at tHE PARK in any advertisements produced in print or on social media.

14. I understand and agree that I will maintain direct control over the minor who I am the legal guardian of while he/she is operating/riding as a passenger on an ATV/RUV. I grant my irrevocable permission to the "THE PARK", By VFM, VFM, Inc., and its authorized agents, to use my name, email and any photographs, videotapes, motion pictures, recordings, or any other record of my participation in this activity. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. ALL REVOCATION OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY EITHER A PARTICIPANT AND/OR A PARTICIPANT'S GUARDIAN MUST BE MADE IN WRITING AND DELIVERED BY HAND TO "THE PARK", VFM, Inc. OR MAILED RETURN RECEIPT REQUESTED TO P. O. Box 497 Long Beach, MS 39560.

\_\_\_\_\_

Signature of Participant or Signature of Legal Guardian If

Participant Is Under Eighteen (18) years of Age

Date

Signed

\_\_\_\_\_  
Address City, State & Zip

\_\_\_\_\_  
Phone # E-mail Address

**IF PARTICIPANT IS UNDER 18 AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY, GUARDIAN'S SIGNATURE MUST BE NOTARIZED.**

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_ day of \_\_\_\_\_ 20\_\_

BY: \_\_\_\_\_ NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY'S PRINTED NAME: \_\_\_\_\_

