

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

Last Name _____ **First Name** _____

THIS AGREEMENT APPLIES TO THE COPIAH CREEK CAMPING & RECREATION, LLC (hereinafter “CCC&R, LLC”) CAMPING AND ATV RECREATIONAL RIDING AREA (hereinafter “The Recreation Area”)

THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, AND BOTH A WAIVER AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PRIVATE PROPERTY AND IDEMNITY FOR ALL THIRD PARTY CLAIMS (HEREINAFTER “AGREEMENT”)

The undersigned for and in consideration of and further for and in exchange of CCC&R, LLC allowing my paid use of this premises, agrees as follows:

I know that ATV, including four wheeler, motorcycle, three wheeler and bicycle, riding are inherently dangerous sports and recreation activities, in which I choose to voluntarily participate at my own risk. I am aware that the inherent and usual great risks, hazards and substantial dangers of personal injury, death and disability or property damage and loss from riding ATV’s, such as four wheelers, three wheelers, motorcycles and bicycles (collectively “damages”), necessarily increase when I or others use ramps, trails, traces, unaltered natural terrain, inclines or declines, mud bowls, rough earthen terrain and any man made riding area or earthen terrain. I know that the inherent foreseen and often unforeseen risks, hazards and dangers include, but are not limited to, uncontrollable motor propelled ATV’s and bicycles which can lead to or cause strains, sprains, bruises, broken bones, concussions, heat exhaustion and many other injuries, DEATH and property damage resulting from falling or being thrown from the ATV, wrecking, jumping, landing, performing tricks, or other like activities, as well as colliding with other objects, users, staff, bystanders or spectators. I also understand that these inherent, great, increased risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities. (All of the above-defined activities are collectively referred to throughout this Agreement as “The Hazardous Recreational Activities.”)

By this Agreement, it is my intention to forever relieve CCC&R, LLC and anyone associated with and working for CCC&R, LLC, including, but not limited to, its owners, landlords, officers, employees, and agents, volunteers, sponsors, vendors, contractors and exhibitors (also hereinafter “CCC&R, LLC”) of any duty to me and I do assume the entire risk of foreseen or unforeseen, known or unknown, bodily and personal injury claims, damages, losses, harms, deaths, property claims, medical expenses, hospital expenses, and any other type of personal or property damage claims or expenses that might occur during or as a result of my use of, or presence at the CCC&R, LLC area (hereinafter “The Recreation Area”) By this agreement, I also intend to forever release, discharge and absolve CCC&R, LLC from

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X _____
Initials

any and all liability for any active or passive negligence whatsoever by CCC&R, LLC and to waive and relinquish any claim, demand or causes of action, of whatsoever kind or nature, known or unknown, against CCC&R, LLC for any property damage, loss, expense and for any personal injury, damage, loss, harm, death, hospital or medical expense or any other type of expense caused by any negligence of CCC&R, LLC or other persons using The Recreation Area and promise not to sue or exercise any legal right to seek damages from CCC&R, LLC. By this Agreement, I also intend to and do forever release, discharge, waive and relinquish and absolve CCC&R, LLC from any and all claims or causes of action against CCC&R, LLC for any property damage, loss or expense and any personal injury, damage, loss, harm, death, medical or hospital expense and any other type of expense caused by the Hazardous Recreational Activities and/or by the condition and/or maintenance of The Recreation Area premises or any of its equipment, structures or devices, including but not limited to ramps, trails, traces, unaltered terrain, inclines or declines, mud bowls, rough natural earthen terrain or any man made riding area or altered terrain and promise not to sue or exercise any legal right to seek damages from CCC&R, LLC for injuries or death resulting from any activity, or any reason whatsoever or for any injuries or damages which occur at The Recreation Area.

In consideration of being permitted to utilize for pay The Recreation Area, I agree as follows:

1. As to my participation in any activity, including, but not limited to, the Hazardous Recreational Activities and as to any and all liability for any injury or damages which I may suffer or incur due to any cause whatsoever, while on The Recreation Area premises, I hereby agree:
 - a. To forever **waive** any all claims for any injury and/or damages that I may have against CCC&R, LLC or any other person, landlord, company or entity in any way associated with it.
X _____ Initials
 - b. To forever **release** CCC&R, LLC from any and all liability for any injury and/or damages that I may suffer or incur, or that my next of kin may suffer, as a result of my participation in any activity, including but not limited to the Hazardous Recreational Activities.
X _____ Initials
 - c. To forever **hold harmless and indemnify** CCC&R, LLC from any and all liability for any injury and/or damages to any third party resulting from my participation in any activity, including but not limited to the Hazardous Recreational Activities.
X _____ Initials
2. This waiver and release of liability and indemnification agreement shall be effective and binding upon me, my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns in the event of property damage or my injury, disability or death.
X _____ Initials

3. I have read, understand and agree to be bound by the CCC&R, LLC speed limit; NO ALCHOLIC BEVERAGE USE and other RULES FOR USE while using The Recreation Area. I understand the rules and agree that violation of the rules may result in loss of The Recreation Area privileges, removal from the area and/or other sanctions.

X _____ **Initials**

I acknowledge and understand that the CCC&R, LLC is an AT YOUR OWN RISK recreation facility. CCC&R, LLC does not supervise ATV, Four Wheeler, Three Wheeler, Motorcycle or Bicycle use or users and assumes no responsibility for them.

I acknowledge and understand that this Agreement affords CCC&R, LLC broader rights and protections than provided by statute and state law and willingly agree to such broader rights and protections for CCC&R, LLC.

I agree that this Agreement is intended to be at least as broad and inclusive as is permitted by laws of the State of Mississippi and that if any portion of the Agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I certify that I have no medical condition that would cause participation in any activities at The Recreation Area to increase the risk of hazard to my health. In addition, I authorize CCC&R, LLC to provide or cause to be provided such medical treatment that may be necessary or appropriate if I am injured while at The Recreation Area, without there being any admission or implication of responsibility or liability on CCC&R's part by doing so.

I understand and agree that this Agreement shall remain in full force and effect and bind me, my heirs, estate and assigns for any and all present and future allowed or unauthorized use of The Recreation Area by me.

I HAVE AND VOULUNTARILY SIGNED AND INITIALED all pages of this Agreement, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by CCC&R, LLC with regard to the subject matter of this Agreement.

If I am younger than 18 years old, my parent (legal guardian) and I hereby certify that I am younger than 18 years old. I (We) have completely read and understand this Agreement and its terms. Prior to signing this Agreement, I (We) have had the opportunity to consult an attorney about the affect of this Agreement. I (We) are aware that by signing this Agreement I (We) assume all risks and waive and release all rights that I (We) and my heirs, next of kin, family, relatives, guardians, executors, administrators, trustees and assigns may have against CCC&R, LLC.

X _____
Initials

THIS AGREEMENT MUST BE SIGNED IN THE PRESENCE OF A CCC&R, LLC REPRESENTATIVE.

WITNESS MY SIGNATURE,

X _____, Date ____ / ____ / ____.
(Participant's Signature) Month / Day / Year

MINORS (UNDER 18 YEARS OF AGE)

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE LEGAL GUARDIAN OF THE BELOW LISTED MINOR PARTICIPANT(S) AND THAT I AM EXECUTING THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR AND ON BEHALF OF SAID MINOR(S), WITH ALL TERMS AND CONDITIONS OF THE ABOVE AND FOREGOING AGREEMENT BEING APPLICABLE TO SAID MINORS, THEIR HEIRS OR ASSIGNS, PARENTS, GUARDIANS, AS WELL AS THE UNDERSIGNED LEGAL GUARDIAN.

(1) _____
(Print Name of Minor Participant)

(2) _____
(Print Name of Minor Participant)

(3) _____
(Print Name of Minor Participant)

(4) _____
(Print Name of Minor Participant)

(5) _____
(Print Name of Minor Participant)

X _____, Date ____ / ____ / ____.
(Legal Guardian's Signature) Month / Day / Year

IF PARTICIPANT IS UNDER 18 YEARS OF AGE AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY TO CCC&R, LLC, LEGAL GUARDIAN'S SIGNATURE MUST BE NOTARIZED IN ACCORDANCE WITH THIS WAIVER RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

Legal Guardian's Signature:

X _____

SUBSCRIBED AND SWORN TO BEFORE ME on this the ____ day of _____, 20____,
by _____.

NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI
MY COMMISSION EXPIRES: _____
NOTARY'S PRINTED NAME: _____