

# River Run ATV Park – Cherokee County, Texas

## Participant Release and Indemnification Agreement -RIVER RUN ATV PARK

I understand and acknowledge that all-terrain vehicles, trucks, cars, racing machines of any kind, and all other activities of any kind, that might be engaged in as a participant or spectator bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties. Being aware of the above risk as stated in paragraph I (One):

I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION IN THIS ACTIVITY OF RACING, RIDING, SWIMMING OR ANY OTHER ACTIVITY ON RIVER RUN ATV PARK.

I acknowledge that my participation in any activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks, I further acknowledge that if I am participating, I understand that River Run ATV Park makes no express or implied representation as to the condition of any roads, race tracks, buildings, gates, recreational devices, swings, diving platforms or other improvements on River Run ATV Park, on which the activities will take place. I also understand that I may be exposed to other dangerous conditions, risks and hazards on River Run ATV Park, including, but not limited to, poisonous snakes, alligators, insects and spiders, any type of infectious bacteria located in soil or waterways, natural erosion or erosion created by all-terrain vehicle riding and general conditions of the land both on and off roadways and in swimming or camping areas, which may create hazardous driving and walking conditions, animals both wild and domestic(which may be diseased and are potentially dangerous); deep waters, other persons with all-terrain vehicles on or off River Run ATV Park property. I also understand that River Run ATV Park property is shared with other companies for production of natural resources (crude oil, natural gas) which may contain the following but not limited to: production oil pumping stations, metal or plastic piping (used to transport natural resources), electrical service stations, service power lines, service valves.

I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON RIVER RUN ATV PARK PROPERTY. I ALSO AGREE TO FOLLOW ALL PARK RULES AS POSTED ON THE PROPERTY AND WEBSITE OF RIVER RUN ATV PARK, [www.riverrunpark.com](http://www.riverrunpark.com).

Further, in exchange for right to enter River Run ATV Park property and engage in the activities described above, I hereby voluntary release, forever discharge and agree to hold harmless and indemnify River Run ATV Park, its agents or employees, owners, and all of the persons or entities from any and all liability, claims, demands, actions or rights of all actions, which are related to, arise out of, or in any way connect with my participation in this all-terrain vehicle activity or any activity, including specifically but not limited to the negligent acts or omissions of River Run ATV Park, its agents or employees, volunteers, owners, and all other persons or entities for any and all injury, death, illness or disease, and danger to myself or my property.

IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING RIVER RUN ATV PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES AND VOLUNTEERS FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF THE RIVER RUN ATV PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, AND EMPLOYEES OR VOLUNTEERS.

I understand that by indemnifying River Run ATV Park should it become necessary for River Run ATV Park or someone on River Run ATV Park's behalf, to incur attorney's fee and cost to enforce this agreement, or any portion thereof, I agree to pay River Run ATV Park reasonable cost and attorney's fees arising there from. The release, discharge and indemnification voluntarily given by me herein shall extend to, and for the benefit of, any corporation, partnership or other entity affiliated with River Run ATV Park, its operations or the property or with which River Run ATV Park may be affiliated in connection with its operations of the property in any capacity, including but not limited to as a partner, landowner, volunteer, limited partner, shareholder or otherwise. I certify that I have sufficient health, accident, and liability insurance to cover bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. SIGNATURE OF PARENT/GUARDIAN IS REQUIRED FOR ALL MINORS. I have read this document and by signing the sign in roster located on the reverse side of this document, I accept and relieve River Run ATV Park of all liabilities.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

If under 18 – Signature of Parent /Guardian: \_\_\_\_\_

State of: \_\_\_\_\_ County of: \_\_\_\_\_

This Instrument was acknowledged before me on

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by \_\_\_\_\_

Notary Signature: \_\_\_\_\_

**MINORS UNDER 18 ARE REQUIRED TO HAVE A NOTARIZED WAIVER SIGNED BY A PARENT OR GUARDIAN BEFORE ENTERING PARK UNLESS ACCOMPISHED BY PARENT/GUARDIAN.**