



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

In consideration of receiving from OFF THE TRAIL VACATION RENTALS AND CAMPGROUND permission to enter upon the premises of this facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a lessee of machinery and equipment, driver, mechanic, owner, attendant, participant, spectator, bystander, child, spouse, relative or in any other capacity, in any off-road driving, as either a lessee, driver, passenger or spectator, riding or race event held at these premises, each of the undersigned hereby releases OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, TERRA ADVENTURES INC, SAIDAL LLC AND STYLE K INC, and (the Releasees), and their officers, directors, agents servants employees and licensees and any licensed promoter, and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including paralysis and death, that may be sustained by any or each of the undersigned, leased to, owned by, sanctioned by, or under the control of supervision of OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, TERRA ADVENTURES INC, SAIDAL LLC AND STYLE K INC, or en route to or from these premises, or any other premises owned, leased to or under the control or supervision of OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, ATTICA VACATION RENTALS, TERRA ADVENTURES INC, SAIDAL LLC or STYLE K INC **which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees.**

Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching any of the events, races, or driving held at said premises, hereby elects voluntarily to enter upon said premises, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time that each of the undersigned is upon the same premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of OFF THE TRAIL VACATION RENTALS AND CAMPGROUND, and/or ATTICA VACATION RENTALS and/or TERRA ADVENTURES INC, and/or SAIDAL LLC and/or, STYLE K INC and/or, and their officers, directors, agents, servants, employees and licensees.

I certify that the vehicle/machine I bring to this facility is/are lawfully registered, inspected and insured and that I have no knowledge of any condition that might render the vehicle/machine unsafe in any way. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activities, scheduled or unscheduled, as herein described. Furthermore, I certify that I will use the vehicle/machine in the manner that the machine was intended for use.

The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence, of the Releasees, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses. Jurisdiction and Venue of any suit shall be solely in the Fountain Circuit Court, Fountain County, Indiana. This release shall be binding upon the distributes, heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

I hereby grant the Releasees the irrevocable and unrestricted right to use and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I hereby release the photographer and his or her legal representative and assigns from all claims and liability relating to said photographs.

CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.

I have read this release, waiver of liability, assumption of risks and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law.

In Witness Whereof, each of the undersigned has hereunto set his/her hand and seal this date of _____.

Participant Signature _____ Age _____ Printed _____

Participant Signature _____ Age _____ Printed _____

Participant Signature _____ Age _____ Printed _____

Participant Signature _____ Age _____ Printed _____

Participant Signature _____ Age _____ Printed _____

Site Number _____ Departure Date _____