

RELEASE WAIVER OF LIABILITY. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

A. Smurfwood Trails, L.L.C. (hereinafter referred to as "Smurfwood") operates a family orientated recreational, camping and all terrain vehicle (hereinafter referred to as "ATV") riding facility. The word Smurfwood will be used to represent employees, directors, agents, owners, officers, volunteers, and other persons or entities acting for Smurfwood Trails. The undersigned, (hereinafter referred to as "I" or "me,") desire to use the facilities of Smurfwood for recreational purposes which will include the operation of one or more ATV machines owned or provided by me.

B. I fully understand that Smurfwood is providing an area for the operation of ATVs and that Smurfwood cannot guarantee my safety while operating an ATV machine on the land owned by Smurfwood. I bear all responsibility for the operation, driving skills, and passengers on land owned by Smurfwood.

NOW, THEREFORE, IN CONSIDERATION OF THE PERMISSION GRANTED TO ME TO DRIVE OFF-ROAD AND TRAIL RIDE ON REAL PROPERTY OWNED BY SMURFWOOD, I HEREBY WAIVE ANY AND ALL LIABILITY, CLAIMS, AND ACTIONS AGAINST SMURFWOOD. I HEREBY RELEASE SMURFWOOD FROM ANY CLAIMS ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR PERSONAL INJURY OR DEATH THAT MAY BE SUSTAINED BY THE NEGLIGENCE OF SMURFWOOD OR MY OWN NEGLIGENCE WHILE USING THE PREMISES OF SMURFWOOD.

I hereby acknowledge that I have voluntarily requested to participate in off-road driving on property of Smurfwood as either a driver, passenger, or spectator within the boundaries of the premises owned, leased to, under the control of or supervised by Smurfwood.

I understand and recognize that there are risks and hazards associated with off-road driving of motor vehicles and that regardless of careful and proper preparation, maintenance and equipment inspection, instruction, medical advice and mental and physical conditioning whenever off-road driving is engaged in and there is a substantial risk of property damage, serious personal injury, including death, head/brain injury, cervical spine injury, (including quadriplegia), paralysis and mental trauma. I further acknowledge that not all hazards and dangers can be foreseen. Any and all accidents and damages must be reported to Smurfwood upon the same day of occurrence. A report of what happened will be documented.

I acknowledge and agree that all of the terms, conditions and provisions of this release, waiver of liability, assumption of risk and indemnity agreement are contractually binding and not mere recitals and should I or a representative of my estate or heirs assert any claim contrary to the provisions hereof, the asserting party will pay all expenses and costs, including all legal fees incurred by Smurfwood in defending against the claim unless conduct is adjudged by a court of competent jurisdiction to be willful and wanton.

In case any action is brought against Smurfwood, I shall assume full responsibility for the defense thereof and upon my failure to do so on proper notice, Smurfwood reserves the right to defend such action and to charge all costs thereof to me. I will take all precautions necessary to protect third parties against injury.

This release shall be binding upon the successors, heirs, next of kin, executors, administrators, and personal representatives, attorneys-in-fact under power of attorney, health care representative, and guardian and conservators of each of the undersigned. In addition, if the undersigned is a minor this release shall be binding upon minor's parents, guardians or next of kin, forever discharging Smurfwood from any and all claims.

CAUTION: READ THOROUGHLY BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. 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.

BY SIGNING BELOW, I AGREE TO THE ABOVE AND I AGREE TO OBEY ALL SIGNS AND RULES. I AGREE THAT I WILL NOT BE UNDER THE INFLUENCE OF ANY INTOXICANTS. I UNDERSTAND THAT I MAY BE HELD FINANCIALLY RESPONSIBLE FOR ANY DAMAGES THAT I CAUSE.

I have read this RELEASE, waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it. I 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 executed this release, waiver of liability, assumption of risk and indemnity agreement this _____ day of _____, 20_____.

Signature _____ age (if under 18) _____ printed Name _____
If the person signing above is under the age of 18 the parent or legal guardian must also sign below.

Signature _____ printed Name _____ Signing For _____