

Battery Park Offroad

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.

In consideration of Battery Park Offroad, LLC and/or Battery Park Motorcycle Club ("Ashley W. Brewer and Donald Ray Brewer, Jr.") permitting me or my minor child to participate in Recreational Activities at Battery Park Offroad, on the real property and improvements operated by Battery Park Offroad (the "Premises"), or at events sponsored by Battery Park Offroad, I, the undersigned, for myself, and for my child if a participant, and our heirs, personal representatives, successors and assigns, agree to the following terms and conditions. "Recreational Activities" mean all recreational activities provided, offered, or permitted by Battery Park Offroad at the Premises or at a Battery Park Offroad sponsored event, including, but are not limited to, the use or operation of motorcycles, all-terrain vehicles and other types of motorized vehicles for off-road driving, motor-cross or racing on the Premises or at Battery Park Offroad sponsored events, together with all tracks, trails, improvements, buildings, facilities, equipment or goods. Recreational Activities also include your participation or involvement in activities as a driver, operator, passenger, sponsor, mechanic, or person otherwise assisting or supporting the use or operation of a vehicle at the Premises or Battery Park Offroad sponsored events.

I choose to participate in the Recreational Activities voluntarily and of my free will. I know that (1) the Recreational Activities are dangerous and involve inherent risks to my health and safety including, but not limited to, bodily injury, paralysis, disability, dismemberment or death; (2) some of the risks include collisions, crashes, vehicle roll-overs, falls, fires, explosions, mechanical failure, acts or omissions of other persons, and forces of nature such as rain, wind, ice and lightning; (3) the Recreational Activities are physically demanding and could cause serious or life threatening medical conditions like heart attack or stroke; (4) by participating in the Recreational Activities I am voluntary and of my free will exposing myself to these risks and dangers with full knowledge that they may result in my injury or death. With full knowledge and acceptance of these facts, I expressly **ASSUME THE RISK** of my participation in the Recreational Activities and agree that Battery Park Offroad and the Released Parties shall have no liability or legal duty to me for the risks that I am voluntarily and expressly assuming.

I also know that I may be injured, damaged or die as a result of the acts or omissions of other persons including the negligence or gross negligence of Battery Park Offroad, its employees or representatives. Acknowledging that such risks exist, I hereby forever **RELEASE AND DISCHARGE** Battery Park Offroad, and their respective officers, managers, members, employees, representatives, agents, successors and assigns (the "Released Parties"), of and from any and all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, that I, anyone on my behalf, my heirs, or personal representative have or may have for or relating to any injury or damage to my person or property suffered or claimed to have been suffered by me or death which arises out of, is related to, results from, or is caused in whole or in part by my participation in any of the Recreational Activities at Battery Park Offroad, the Premises, or a Battery Park Offroad sponsored event, including, but not limited to, any claim that an act or omission was **caused in whole or in part by the NEGLIGENCE or GROSS NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at Battery Park Offroad, the Premises or a Battery Park Offroad sponsored event.

I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any claim, action or proceeding from and against all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, for or relating to my participation in any of the Recreational Activities at Battery Park Offroad, the Premises, or a Battery Park Offroad sponsored event, or my failure to comply with the terms of this Agreement, regardless of whether the act or omission was **caused in whole or in part by the NEGLIGENCE or GROSS NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at Battery Park Offroad, the Premises or a Battery Park Offroad sponsored event.

I certify, covenant and warrant that: I have the skills and ability needed to carefully and competently participate in the Recreational Activities, which I will employ; I have inspected the vehicle(s) I bring to Battery Park Offroad or a Battery Park Offroad sponsored event and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any way; I have no health condition that will put me or others at increased risk while participating

in the Recreational Activities; I will follow all rules and safety standards applicable to the Recreational Activities; I am solely responsible for selecting the trail that best suits my experience and ability; and under no circumstances will I leave a marked trail. If the participant in Recreation Activities is a minor, both the minor participant and his or her parent or legal guardian further certify, covenant and warrant that: the parent or legal guardian signing below is the legal parent or legal guardian of the minor; has legal custody of the minor; has the legal right to act on behalf of the minor; has legal authority to enter into this Agreement and bind the minor to its terms; the parent or legal guardian is signing individually and on behalf of the minor; and the parent or legal guardian and the minor both agree to the terms hereof.

The laws of the State of South Carolina shall govern this Agreement. Any provision or term of this Agreement that is invalid, illegal or unenforceable in any respect shall be severed and ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions and terms of the Agreement. Battery Park Offroad may take and use photographs,

video, film, Battery Park Offroad may take and use photographs, video, film, and other images of me participating in or observing activities. I waive the right of privacy, publicity, compensation, copyright or other rights to those images and I consent to Battery Park Offroad using those images for any purpose.

I have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by signing this Agreement I am waiving significant legal rights, including the right to assert claims against, sue or recover from the Battery Park Offroad and the Released Parties. I sign this Agreement freely and willingly.

Adult Information:

Print Participant Name: _____

Participant Age and D/B : _____

Participant Signature: X _____ Date: _____

Parent/Legal Guardian of Minor Information:

Print Minor Participant Name: _____

Minor's Age and D/B: _____

Print Parent/Legal Guardian Name: _____

I affirm I am the legal Parent/Legal Guardian of Minor: X _____ Date: _____

Please send me information from Battery Park Offroad - Email address: _____