

WILD COUNTRY OFF ROAD PARK

**RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR MINOR CHILDREN**

(to be completed by parent or legal guardian)

In exchange for my child being permitted to enter into Wild Country Off Road Park (hereinafter "Park")—for any purpose—including, but not limited to: (i) operating or riding in an off-road vehicle; (ii) participating in or observing—in any way—Park events and/or competitions; (iii) officiating in Park events; or (iv) working for the Park or its subcontractors or vendors, I, the undersigned, on behalf of my child and his/her personal representatives, heirs, and assigns, hereby agree to the following:

Initial I certify that the vehicle(s)/machine(s) my child will use at this Park is/are lawfully registered, inspected and insured and that I have no knowledge of any condition that might render the vehicle(s)/
_____ machine(s) unsafe in any way.

Rules: I have read the Park’s rules and regulations, and I agree to comply and ensure my child’s compliance with each of them while either of us is present on the Park’s premises.

Assumption of Risk: Immediately upon entering the Park—and continuously thereafter—I will inspect all areas of the Park my child occupies, and if at any time, I believe anything is unsafe, my child and I will immediately leave the Park’s premises and notify the Park management of the condition I believe is unsafe. I agree that my child’s participation in any activities within the Park shall constitute my acknowledgment that I have inspected the Park’s premises and found them reasonably suited for my child’s purpose(s) in using the premises.

I am familiar with the activities that occur at the Park, and my child is physically and mentally able to participate in such activities. I understand that each of these activities presents risks to my child of damage, loss, injury, illness, and death, and with this knowledge, I expressly assume such risks on my child’s behalf. I also understand that each of these activities presents risks of damage to or destruction of my child’s property, and with this knowledge, I expressly assume such risks on my child’s behalf.

Release: I, on behalf of myself and my child, hereby release and forever discharge Wild Country Off Road, LLC, a Mississippi limited liability company (doing business as Wild Country Off Road Park); McNeal Land Partners, LLC, a Mississippi Limited Liability Company; TCB Property, LLC, a Mississippi Limited Liability Company; and each of their respective members, owners, investors, officers, employees, contractors, subcontractors, volunteers, agents, promoters, and sponsors (hereinafter, collectively, the "Releasees") from any and all liability for acts or omissions—including negligent acts or omissions—causing damage, loss, injury, or death to me or my child while participating in activities at the Park or while present on the Park’s premises. **IT IS EXPRESSLY UNDERSTOOD AND AGREED TO BY THE UNDERSIGNED THAT THIS RELEASE SHALL APPLY TO EACH AND EVERY USE OF THE PARK BY MY CHILD FOR THE CALENDAR YEAR DURING WHICH IT IS SIGNED.**

Hold Harmless: I hereby agree to indemnify and hold the Releasees harmless from any and all liability or loss—including liability for negligence—arising in conjunction with or resulting from my child’s participation in activities at the Park or from my child’s presence on the Park’s premises. This indemnity also includes all reasonable attorney’s fees and expenses incurred by the Releasees in defending suits against them arising from my child’s participation in activities at the Park or from my child’s presence on the Park’s premises.

Use of Likeness: I hereby authorize Wild Country Off Road, LLC, a Mississippi limited liability company (doing business as Wild Country Off Road Park) and its assignees and licensees to use my child’s likeness and that of my child’s property in any manner, without remuneration. I, on behalf of myself and my child, hereby waive any and all claims or demands for remuneration for the aforementioned uses of my child’s likeness or that of my child's or my property by the aforementioned entities.

Enforceability: I intend this Release and Waiver of Liability and Hold Harmless Agreement to be enforced in accordance with the laws of the State of Mississippi and I intend this document to be as broad and inclusive as permitted by law. If any portion of this document is found to be invalid for any reason, the remainder of the document shall continue to remain in full force and effect and shall continue to be binding. This Agreement shall be valid and enforceable regardless of whether it is witnessed or notarized.

I have carefully read the foregoing provisions, know their contents, and sign this form as my own free act.

Parent/Guardian Signature

Date

Parent/Guardian Printed Name

Address Line 1

Child’s Printed Name

Address Line 2

Email Address

Phone Number