

DFW Adventure Park, Inc.

Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration of being permitted to participate in any way in the activities and events of DFW Adventure Park, Inc. or being permitted to enter upon, be present at and use the trails/premises where off-highway vehicles (ATVs, etc.) or other motorized activities and/or events and being conducted (hereinafter referred to as the "Premises), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including without limitation, the operation, maintenance, observation or use of any type of off highway vehicle (OHV) or other motorized vehicles or motorcycles (hereinafter referred to as "Activities"), the undersigned, on his/her own behalf, and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the premises or participating in the activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the undersigned shall and shall continuously thereafter, inspect every area of the Premises which the undersigned enters, and the undersigned further agrees and warrants that, if at any time, the undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE DFW ADVENTURE PARK, Inc. (including personnel)**, the owner of the Premises, any individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendation, directions, or instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees hereinafter referred to as "Releasees"), from all liability to the Undersigned for any and all or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the Undersigned arising out of or related to the Premises or the Activities, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASESEES OR OTHERWISE.**
3. Hereby agrees to indemnify and **SAVE 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 Premises or the activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
4. Hereby **ASSUMES FULL RESPONSIBILITY** for any risk of bodily injury, death, or property damage arising out of or related to the Premises or the Activities **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
5. Hereby **ACKNOWLEDGES THAT THE ACTIVITIES ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** The Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement **EXTENDS TO ALL ACTS OF NEGLIGENCE BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS** and is intended to be as broad and inclusive as is permitted by the laws of the state of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I HAVE READ BOTH PAGES 1 AND 2 OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND IT'S TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE, CONTINUING AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

ATV RIDER:

Name (please print): _____

Address: _____

Phone: _____ **Email:** _____

SIGNATURES: _____ **Date:** _____

ATV Rider (signature please)

_____ **Date:** _____

Witness (signature please)

PARENTAL CONSENT, RELEASE OF WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This is to certify that I, as a PARENT/GUARDIAN with LEGAL RESPONSIBILITY for this participant, do consent and agree to his/her release as provided above of all Releases, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvements or participation in the activities as provided above, even if arising from the negligence of the RELEASEES, to the fullest extent provided by the law.

Minors are not allowed on DFW Adventure Park, Inc.'s premises (for the purpose of riding on Off Road Vehicles) without adult supervision. The Releasees are not responsible for watching over minor children at any time. If your child is attending, watching or participating in Activities with a responsible adult other than their legal PARENT/GUARDIAN they must have on file (1) a copy of this waiver signed by their legal PARENT/GUARDIAN (Waiver must be notarized if not signed on premises) and (2) a notarized letter stating that the minor has the right to be on the premises and participate in Motorized Recreation with the adult who is responsible for them.

DFW Adventure Park, Inc. strongly suggests that any responsible adult in charge of a minor carry a Notarized Temporary Guardianship or Notarized Medical release Form for each minor in case an emergency should arise.

Parent/Guardian signature: _____

Date of Parent/Guardian _____