



**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION
OF RISK AND INDEMNIFICATION AGREEMENT ("Agreement")**

Notice to the minor child's parent or guardian: Read this form completely and carefully signing. You have the right and may wish to consult with an attorney before signing.

You are agreeing to let your minor child engage in a potentially dangerous activity. There is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the Activities (as defined below) which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from Releasees (as defined below) in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the Activities, and the risks that Releasees will act negligently. You have the right to refuse to sign this form, and Releasees have the right to refuse to let your child participate if you do not sign this form.

THIS AGREEMENT MUST BE SIGNED BY BOTH PARENTS OR THE LEGAL GUARDIAN OF ANY MINOR ENTERING UPON THE PARK.

IN CONSIDERATION of my minor child (the "Minor"), of whom I hereby acknowledge and attest as being the Minor's parent or guardian, being permitted to compete, officiate, observe, spectate, work for, or participate in recreational activities and events at the Park (as hereinafter defined), including, but not limited to, riding ATVs, swamp buggies and other approved vehicles, camping, hiking, picnicking, sightseeing, (herein collectively referred to as "Activities"), and in consideration of the Minor being allowed on the 2000 acres of real property in Taylor County, Georgia leased by Taylor County Boondocks, Inc. consisting of, without limitation, parking areas, trailers, camping areas, mud pits, tracks, trails, facilities and farm land (herein collectively referred to as "Park"), on behalf of the Minor:

1. I know the nature of the Activities and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Activities. I have inspected or will inspect the Park, facilities, and equipment to be used or with which the Minor may come in contact prior to the time the Minor participates in any Activities. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, WE WILL IMMEDIATELY CEASE FROM ANY FURTHER PARTICIPATION IN THE ACTIVITIES OF THE PARK and notify Releasees (as defined below) of the unsafe condition. I acknowledge that the Releasees make no representation or warranty as to the condition or safety of the Park and that the undersigned, on behalf of himself/herself/themselves and the Minor, accept the Park AS IS and WITH ALL FAULTS.
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES HELD AT THE PARK INVOLVE INHERENT RISKS AND DANGERS WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PROPERTY DAMAGE, SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) These risks and dangers may be caused by the Minor's own actions or inactions, the actions or inactions of others participating in the Activities, the nature of the Activities, negligence of the Releasees or the condition and layout of the Park and any related facilities and equipment; (c) there are other types of risk not specifically known to me at this time including inherent risks of engaging in activities, negligence of others, including, without limitation, the Releasees, the lack of due care in operation of the park and activities, or otherwise; (d) the social and economic losses and/or damages that could result from those risks could be severe and could permanently change the Minor's future.
3. I consent to the Minor's participation in the Activities and/or entry into the Park and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such property damage, injury, disability, paralysis or death, even if caused, in whole or in part by inherent risks of the Activities, by the negligence of other participants, by the negligence of Releasees, by the Releasees lack of due care or otherwise.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Taylor County Boondocks, Inc. and its shareholders, officers, directors, agents, employees, attorneys, independent contractors, consultants, affiliates, subsidiaries, promoters, participants, rescue personnel, sponsors, advertisers, premises or event inspectors, surveyors, underwriters, consultants, and the successors and assigns of each of the foregoing (herein, individually and/or collectively referred to as "Releasees"), from all liability to me, the Minor, my and the Minor's personal representatives, estates, assigns, heirs, and next of kin, for any and all

claims, demands, losses, or damages on account of any injury, including, but not limited to, death or damage to property, caused or alleged to be caused in whole or in part by the Activities, from the Minor's physical presence in the Park, from the negligence of other participants, from the negligence of or the lack of due care of the Releasees or otherwise.

5. If, despite this release, I, the Minor or anyone on the Minor's behalf makes a claim against any of the Releasees named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them from any litigation expenses, attorney fees, loss, liability, damage, or costs they may incur due to the claim made against any of the Releasees, whether the claim is based on inherent risks and dangers of the Activities, the negligence of other participants, the negligence of Releasees, the Releasees' lack of due care or otherwise.
6. I sign this Agreement on my own behalf and on behalf of the Minor for whom I hereby attest to and represent as being the Minor's legal guardian. I agree that I or the appointed temporary guardian that has signed a letter of temporary guardianship will accompany and supervise the Minor at all times for the duration of the Minor's presence at the Park and/or participation in the Activities.
7. As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, include the others whenever the context so indicates.
8. The terms and provisions of this Agreement and any dispute arising in connection herewith shall be governed by and construed in accordance with Georgia Law. By signing below, Undersigned agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia, and that if any portion thereof is held invalid, it is further agreed that the balance of said Agreement shall continue in full force and effect. The parties agree that the venue for any legal action filed in connection with this Agreement shall be in Taylor County, GA. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all cost incurred, including, without limitation, reasonable attorneys fees. It is further understood and agreed that this Agreement may be used as evidence in any such action, and the Undersigned hereby irrevocably and unconditionally consent and agree to such use.
9. This 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 Georgia.

I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR MIGHT OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES CAUSED OR CONTRIBUTED TO BY THE RELEASEES' NEGLIGENCE, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT. I FURTHER ACKNOWLEDGE THAT I AM OF LEGAL AGE, THAT I AM THE LEGAL GUARDIAN OF SUCH MINOR, THAT I FULLY REVIEWED THIS DOCUMENT PRIOR TO EXECUTING IT, THAT I WAS GIVEN SUFFICIENT TIME TO REVIEW THIS DOCUMENT PRIOR TO EXECUTING IT, AND THAT I AM HEREBY AUTHORIZED BY LAW TO EXECUTE THIS DOCUMENT.

I HAVE READ THIS RELEASE _____ Parent or Guardian Signature	Father/Mother/Guardian (Circle One)	_____ Date
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☐ I represent that I have sole legal custody or am the sole parent/guardian
(INITIAL)

I HAVE READ THIS RELEASE _____ Parent or Guardian Signature	Father/Mother/Guardian (Circle One)	_____ Date
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Printed Name of MINOR PARTICIPANT:		D.O.B.
Printed Name of Parent or Guardian:		
Printed Name of Parent or Guardian:		

(If Notarized) Subscribed and Sworn to at: _____, Before me this ____ day of _____ A.D. 20__

Signature of Event Official or Notary Public

Printed Name of Event Official or Notary Public

County, State of _____

My Commission Expires: _____

(SEAL)

Revised 6/7/2012