

WILD COUNTRY OFF ROAD PARK

RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In exchange for 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 myself and my personal representatives, heirs, and assigns, hereby acknowledge and agree to the following:

Initial _____ I certify that the vehicle(s)/machine(s) I intend to 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 with each of them while I am 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 I occupy prior to each use, and if at any time, I believe anything is unsafe, I will immediately leave the Park's premises and notify the Park management of the condition I believe is unsafe. I agree that my 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 purpose(s) in using the premises.

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

Release: I 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, 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 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 THE UNDERSIGNED 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 participation in activities at the Park or from my presence on the Park's premises. This indemnity also includes all attorney's fees, expert witness fees and expenses incurred by the Releasees in defending suits against them arising from my participation in activities at the Park or from my 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 likeness and that of my property in any manner, without remuneration. I hereby waive any and all claims or demands for remuneration for the aforementioned uses of my likeness or that of 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.

Signature

Date

Printed Name

Address (City / State / Zip)

Email Address

Phone Number