

High Lifter Off-Road Park, Inc.  
Release and Indemnification Agreement

I understand and acknowledge the operation of motorcycles, all terrain vehicles, trucks, cars, racing machines of any kind, and all other activities of any kind that I might be engaged in as a participant, spectator, or guest at High Lifter Off-Road Park, Inc. bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties. Being aware of the risks as stated in the above paragraph I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME FOR MYSELF, ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DISEASE, DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION OR BEING A SPECTATOR IN THIS ACTIVITY OF RACING, RIDING OR ANY OTHER ACTIVITY WHILE ON THE PREMISES OF HIGH LIFTER OFF-ROAD PARK, INC.

I acknowledge that my participation in any activity is purely voluntary; no one is forcing me to participate, in spite of the risk. I further acknowledge that if I am participating in this activity or any activity, that each is an inherently dangerous activity. I also understand that High Lifter Off-Road Park, Inc. makes no express or implied representation as to the condition of any roads, fences, buildings, gates or other improvements at High Lifter Off-Road Park, Inc., where the activities will take place. I also understand that I may be exposed to other dangerous conditions, risks and hazards on High Lifter Off-Road Park, Inc., including, but not limited to hogs, poisonous snakes, insects and spiders, blinds and tree stands, erosion and general conditions of the land both on and Off-Roadways, which may create hazardous driving and walking conditions, animals both wild and domestic, which maybe diseased and are potentially dangerous; deep water, other person with all terrain vehicles on or off High Lifter Off-Road Park, Inc. property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON HIGH LIFTER OFF-ROAD, INC. PROPERTY. Further, in exchange for the right to enter the High Lifter Off-Road Park, Inc. property and engage in the activities described above, I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify High Lifter Off-Road Park, Inc., it's agents or employees, owners, sponsors and all of the persons or entities from any and all liability, claims, demands, actions or rights of all actions, which are related to, arise out of, or in any way connect with my participation in this activity or any activity, including specifically but not limited to the negligent acts or omissions of High Lifter Off-Road Park, Inc., it's agents or employees, volunteers, owners, sponsors and all other persons or entities for any and all injury, death, illness or disease, and danger to myself or my property.

IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING HIGH LIFTER OFF-ROAD PARK, INC. AND IT'S OFFICERS, DIRECTORS, AGENTS, OWNERS OF ADJOINING PROPERTY, REPRESENTATIVES, SPONSORS, EXHIBITORS, GUESTS, INVITEES, EMPLOYEES, LANDOWNERS, AND VOLUNTEERS FROM LIABILITY FROM DAMAGES CAUSED BY THE NEGLIGENCE OF HIGH LIFTER OFF-ROAD PARK, INC. ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, SPONSORS, EXHIBITORS, GUESTS, AND EMPLOYEES OR VOLUNTEERS. I understand that by indemnifying High Lifter Off-Road Park, Inc. should it become necessary for High Lifter Off-Road Park, Inc., or someone on High Lifter Off-Road Park, Inc.'s behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay High Lifter Off-Road Park, Inc. reasonable costs and attorneys' fees arising there from.

The release, discharge and indemnification voluntarily given by me herein shall extend to, and for the benefit of any individual corporation, partnership or other individual or entity affiliated with OR ADJOINING, High Lifter Off-Road Park, Inc., its operations, or the property or with which High Lifter Off-Road Park, Inc. may be affiliated in connection with its operations or the property in any capacity, including but not limited to as a partner, volunteer, limited partner, shareholder, or otherwise. I acknowledge by executing this release and indemnification agreement, paying the required entry fees, OR BEING ADMITTED AS A GUEST WITHOUT CHARGE, I become a member of High Lifter Off-Road Park, Inc. and in consideration thereof I hereby release High Lifter Off-Road Park, Inc., it's officers, agents, employees, guests, sponsors, exhibitors, and volunteers, from any injury or damage which may result from the negligent acts, errors or omissions of said person and/or entities while I am on the premises of High Lifter Off-Road Park, Inc. FURTHER, IF I AM ACCOMPANIED BY MINOR CHILDREN, I ASSUME FULL RESPONSIBILITY FOR THEIR SUPERVISION, SAFETY, PROTECTION AND BEHAVIOR. I ACKNOWLEDGE THAT I AM A GUEST AND AGREE TO CONDUCT MYSELF IN A MANNER RESPECTING THE RIGHTS OF THE PARK, OTHER GUESTS, OWNERS OF ADJOINING PROPERTY, AND LAWS OF Caddo Parish and the State of Louisiana. Excessively loud and offensive exhausts are expressly prohibited from entering and riding on the Park property and I assume full responsibility for any and all actions this may cause, which could include fines levied by Caddo Parish to the rider and/or the Park, removal from the Park or some other action not yet determined.

I specifically acknowledge that adjoining property owners HAVE NOT given permission for riding or entry on to their property and I will confine my riding AND ALL ACTIVITIES to remain inside of fences and boundary markers of HIGH LIFTER OFF-ROAD PARK, INC. IN THE EVENT I TRESPASS ON THE PROPERTY OF OTHERS, I ASSUME FULL RESPONSIBILITY FOR THIS MYSELF AND INDEMNIFY HIGH LIFTER OFF-ROAD, INC., ITS OWNERS AND OFFICERS FROM ANY ACTIONS OR CAUSES OF ACTION THAT MAY ARISE FROM MY TRESPASS. I UNDERSTAND AND ACCEPT THAT HIGH LIFTER OFF-ROAD PARK RESERVES THE RIGHT TO REMOVE GUESTS FROM THE PREMISES WHO VIOLATE THESE RULES OR OTHERWISE CONDUCT THEMSELVES IN A RECKLESS, DANGEROUS, OR OTHER MANNER THAT IN HIGH LIFTER OFF-ROAD PARK, INC'S JUDGMENT IS DESTRUCTIVE OR OBNOXIOUS TO OTHER GUESTS. I UNDERSTAND THAT WHILE RIDING AT HIGH LIFTER OFF-ROAD PARK THE LAWS OF CADDO PARISH AND THE STATE OF LOUISIANA APPLY TO THE OPERATION OF A MOTOR VEHICLE WHILE INTOXICATED AND AGREE TO REFRAIN FROM SAME. I UNDERSTAND THAT AN ATV IS CONSIDERED A MOTOR VEHICLE.

I HEREBY AGREE TO PROTECT, DEFEND AND INDEMNIFY, HIGH LIFTER OFF-ROAD PARK INC., IT'S OFFICERS, OWNERS, AGENTS, SPONSORS AND AFFILIATES FROM ANY ACTIONS OR RIGHTS OF ACTION THAT MAY ARISE OUT OF MY OPERATION OF AN ATV OR OTHER MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OR SIMILAR SUBSTANCE. This indemnification shall extend thru departure from High Lifter Off-Road Park, Inc., to include arrival at my destination, or 24 hours, whichever shall first occur. I FURTHER ACKNOWLEDGE AND UNDERSTAND THE FOLLOWING LOUISIANA LAW:

**WARNING: Under Louisiana law, a motorized off-road vehicle activity sponsor or motorized off-road vehicle professional is not liable for an injury to or the death of a participant in a motorized off-road vehicle activity resulting from the inherent risks of the motorized off-road vehicle activity, pursuant to R.S. 9:2795.4**

I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I ALSO CERTIFY THAT I AM AN EXPERIENCED RIDER OF ATVS AND AM ABLE TO EVALUATE FOR MYSELF AND AVOID RIDING HAZARDS THAT I MAY ENCOUNTER AT HIGH LIFTER OFF-ROAD PARK. I understand that High Lifter Off-Road Park, Inc., booth exhibitors, sponsors, or others, for promotional purposes, collect names and addresses in connection with admission registration or registration for events, competitions or drawings, may use my contact information for purposes of sending me promotional material or notification of future events. I hereby give my permission for such use. I also understand that while at High Lifter Off-Road Park, Inc. my picture, image or likeness may be captured on film or other media. I hereby give my permission for this. I further understand and agree that any photographs or videos taken by me during the event will not be used for commercial purposes without the written authorization from High Lifter Products.

If any provision of the Participation Release and Indemnification Agreement is, or may be held, by a court of competent jurisdiction, to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. This agreement shall extend for 36 months.

**I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT BEFORE COMMENCEMENT OF RIDING AT HIGH LIFTER OFFROAD PARK AND BY SIGNING, OR GIVING PERMISSION TO SOMEONE TO SIGN ON MY BEHALF, I AGREE TO ALL OF THE ABOVE**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

ZIP \_\_\_\_\_ DOB \_\_\_\_\_ Email \_\_\_\_\_

Minor Children? (circle) Yes No

If yes, list name, age, relationship:

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