

Ride Royal Blue.com LLC

ATV Guest Resort

6307 Stinking Creek Road

Pioneer, Tennessee 37847

RELEASE AND WAIVER OF LIABILITY

READ CAREFULLY BEFORE SIGNING

In consideration of being permitted to enter and use the property, equipment and/or facilities owned, leased to or operated by Ride Royal Blue.com, LLC, a limited liability company duly organized and existing under the state of Tennessee, together with Sheila Westray Enterprises, LLC., Ray Gibson, Wilma Gibson, Ride Royal Blue ATV Guest Resort, and its/their respective officers, officials, agents, servants, employees, Guest Resort operator, any landowner, other guests, other visitors, owners, members, promoters, sponsors, advertisers, owners and/or lessees of the Ride Royal Blue.com, LLC ATV Guest Resort premises, hereinafter individually and collectively referred to as Releasees, for any and all purposes, including, but not limited to, following activities: hunting, hiking, fishing, camping, dirt bike, motorcycle, ATV, or any other motorized vehicle engaged in trail riding, racing, or any similar activity, horseback riding, swimming, or any and all other resort activities, of whatsoever type or nature, whether such activity engages equipment leased from the Releasee or owned by the participant, said participant, for himself/herself and for his/her personal representatives, assigns, spouse, children, heirs, executors, administrators, and next of kin, or any other person or legal entities, as applicable, hereinafter referred to individually and collectively as Releasor(s):

1. **Hereby releases, waivers, discharges and covenants to hold harmless and not to sue** the Releasee(s) from any and all liability to the Releasor(s), for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property of, or resulting in the death of, the Releasor(s), whether caused by the negligence of the Releasees or otherwise while the Releasor(s) is/are in or upon the Ride Royal Blue.com LLC Guest Resort property, and/or riding, competing, officiating in, observing, working for, or for any other purpose participating in any of the above referenced activities in any form or fashion, whether supervised or unsupervised, and whether directly or in a peripheral activity, and/or for the Participant's mere presence on the property of Ride Royal Blue.com LLC ATV Guest Resort property generally located at 6307 Stinking Creek Road, Pioneer, Tennessee 37847, in Campbell County, Tennessee consisting of approximately 68 acres, more or less; and
2. **Hereby releases and agrees to indemnify and save and hold harmless** the Releasees, and each of them from any loss, liability, damage, or **cost they may incur** due to the mere presence of the Releasor(s) upon or around the Ride Royal Blue.com LLC ATV Guest Resort property; and
3. **Hereby releases to indemnify and save and hold harmless** the Releasees, together with any and all officials, Emergency Medical Technicians (EMT's), and professional personnel from any claims on account of the rendering of any first aid, and/or any medical treatment or services. Releasor(s) herein authorizes the release of any and all medical records, incident reports or other related documents of whatsoever type or nature, to the Releasees and/or to any other persons in the event of property damage, injury or death, or otherwise, without limitations.
4. **Releasor(s) assume full responsibility for any and all risk of bodily injury, death and/or property damages** due to the negligence of Releasees or any other persons and/or for any other cause whatsoever, while on the Ride Royal Blue.com LLC ATV Guest Resort property. Releasor(s) acknowledges that such previously described activities are inherently dangerous and that participation in such activities involves an assumption of risk that could result in damage to property, serious disability, strains, fractures, partial and/or total paralysis, injury or death. Releasor(s) hereby knowingly and voluntarily assume all such risks, and will hold Releasees entirely harmless thereof, without any limitations.
5. **Releasor(s) voluntarily agrees to release, discharge and waive** any and all claims or actions that he/she may have presently or in the future have for any and all negligent acts or other conduct by the Releasees. Releasor(s) further expressly agrees that this Release of Liability and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and that if any portion of this Release of Liability and Waiver is held invalid, it is agreed that the remainder shall, notwithstanding, continue in full legal force and effect. The sole and exclusive venue of any court action dispute that may arise out of this agreement, or otherwise between the parties to which the Releasees are a party shall be in the courts in Campbell County, Tennessee, and such actions shall not be filed in any other courts or in any other venue.
6. **Releasor(s) states** that this Release and Waiver of Liability has been read in its entirety and that he/she knows and fully understands the contents of same and signs this Release and Waiver of Liability as his/her own free and willful act. This Release and Waiver of Liability constitutes the entire agreement between Releasee(s) and Releasor(s) and the terms of such are contractual and not a mere recitals. Releasor(s) understands that Releasor(s) is not covered by any insurance policy held by Releasee(s) for any damages to property, injury or death.
7. **If applicable, the Releasor(s) hereby certify** that they are the legal custodian and guardian of any minor child(ren) for whom they are including in this Release and Waiver of Liability, and that they are authorized to execute this Release and Waiver of Liability on behalf of said minor child(ren). Releasor(s) further agree that they shall be liable for any and all damages to Releasee(s) property and any or injuries to staff or any other persons caused by Releasor(s) non-negligence, negligence or willful, wanton, or intentional act(s).
8. **The use of masculine and feminine and neuter promouns herein and the use of the singular and plural shall all be interpreted as appropriate to the circumstances and content set forth above, as applicable.**

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT I/WE HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED IN THIS RELEASE AND WAIVER OF LIABILITY, and further agree that no oral representations, statements, or inducements apart from terms and provisions the foregoing written Release and Waiver of Liability have been made.

ALL PERSONS AGED 18 AND OLDER MUST AFFIX HIS/HER LEGAL SIGNATURE

NAME(S) AND ADDRESS(S) AND AGE(S) OF EACH PERSON TO PARTICIPATE:

DATE: _____

PRIMARY PARTY SIGNATURE: _____

PRIMARY PARTY EMAIL: _____

PRIMARY PARTY PHONE: _____ **CELL PHONE:** _____

SPOUSE SIGNATURE: _____

PRINT NAME(S) and AGES of minors under 18:
