

CROOM ATV RENTAL

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT

(Read carefully before signing.)

ASSUMPTION OF RISK: I understand and comprehend the risks associated with my physical presence at the Property and the Activities engaged in by myself and others at the Property and hereby assume full responsibility for any risks of bodily injury, death or property damage arising out of my physical presence at the Property, the Activities being engaged at the Property by myself and all others, my participation in the Activities occurring at the Property whether caused by the negligence of the Releasees or otherwise.

COVENANT NOT TO SUE. I hereby covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasees arising out of or in any way related to my physical presence at the Property or my participation in any Activities at the Property.

INDEMNITY AGREEMENT: I hereby agree to indemnify, hold harmless and defend Releasees from and against any and all claims, costs, expenses, or liability (including attorneys fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with any Activities I may engage in at the Property. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

LEGAL TERMS: The terms and provisions of this Waiver and Release and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agree that the jurisdiction and venue for any legal action filed in connection with this Waiver and Release shall be in the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida. **IN ADDITION, I HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY FOR ANY CLAIMS ARISING OUT OF THIS WAIVER AND RELEASE, MY PRESENCE ON THE PROPERTY, OR ANY CLAIMS IN ANY WAY RELATED TO THE PROPERTY OR THE ACTIVITIES.**

RULES AND REGULATIONS: I hereby certify that I have examined the Property, am familiar with the conditions associated with the Property and that I am capable and skilled in the use of ATV's or Dirtbikes. I ACKNOWLEDGE THAT I HAVE READ AND AM FAMILIAR WITH AND AGREE TO FOLLOW, OBEY AND ABIDE BY THE RULES AND REGULATIONS of Croom Atv Park

I understand that my failure to adhere to the Rules and Regulations involved with my participation at the Property may result in my being removed from this and other such activities, present and future. I agree to follow the laws of all applicable government entities, and I agree to conduct myself in a responsible and respectful manner over and above the requirements of the Rules and Regulations and applicable laws.

I understand that any injuries or damages that I may incur as a result of other participants' failure to abide by any rules, regulations laws are not the responsibility of Croom Atv Rental or Auto Busters, Inc or The Property owners and affiliates, or any of the directors, shareholders, organizers, agents, independent contractors, and/or employees of Croom Atv Park

NO WARRANTIES: I acknowledge that Releasee has not made any warranties, express or implied, regarding the condition of the Property or the physical or mental condition, competency or skills of any other person using the Property or officiating any event held at the Property.

MEDICAL AID: I further release all parties listed above from any claim whatsoever on account of any first aid treatment rendered to me as a result of my physical presence and/or my participation in any Activities on the Property, including but not limited to negligence in any rescue operation, or in the event that medical care is not provided. I hereby consent to being transported to doctors, clinics or hospitals as necessary in the event of any injury, and I hereby assume responsibility for all costs incurred by such transportation and treatment, including costs of collection, which may include reasonable attorney's fees. I understand that the Property is in a remote location and that medical care may be inadequate or unavailable.

I understand that CroomAtvRental.com and Auto Busters Inc are sub-Contractors and shall not be responsible for any damage(s) to a person(s), their personal property or their vehicle(s).

I understand that photographs, videos, and/or audio recordings may be taken of me and/or my personal property during my presence at the Property, and I hereby consent to the use of my likeness for display and/or reproduction for promotional and commercial purposes. I agree that I will not be entitled to any compensation whatsoever for any use of my likeness as referenced herein.

I hereby agree that this agreement and every provision herein shall apply at any and all times which I am on the Property, from the date of the Waiver and Release forward and is not limited to the date of execution of this document.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ACKNOWLEDGE THAT I AM OF LEGAL AGE AND AM HEREBY ENTITLED BY LAW TO EXECUTE THIS DOCUMENT.

X _____ X _____ DATE ____/____/____
X _____ X _____ DATE ____/____/____
PRINT MINORS NAME SIGNATURE OF LEGAL PARENT OR GUADIAN