

# Golden Mountain Park

## Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for

\_\_\_\_\_ (print name of person entering Golden Mountain Park), hereinafter referred to as "Participant".

Participant is:

(\_\_\_) over the age eighteen years of age (18)

(\_\_\_) under the age of (18) and, if under the age of eighteen (18)

\_\_\_\_\_ (print name of parent or legal guardian), parent or legal guardian for the above Participant agrees to this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for any purpose for which Participant enters Golden Mountain Park.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREE TO: INSPECT VEHICLE PRIOR TO RIDING, WEAR RESPECTIVE SEAT AND SHOULDER BELTS AT ALL TIMES, AND ABSTAIN FROM CONSUMING ALCOHOLIC BEVERAGES BEFORE AND DURING THE RIDE.

ALL REVOCATION OF THIS RELEASE AND WAIVER OF LIABILITY, ASUMPTION OF RISK AND INDEMNITY AGREEMENT BY EITHER A PARTICIPANT AND/OR A PARTICIPANTS GUARDIAN MUST BE MADE IN WRITING AND DELIVERED BY HAND TO GOLDEN MOUNTAIN PARK.

\_\_\_\_\_  
Vehicle License Plate #      State of Issuance

\_\_\_\_\_  
Driver's License #      State of Issuance

Participant is Over Eighteen (18) Years of Age:

\_\_\_\_\_  
Signature of Participant      Date of Signature

IF PARTICIPANT IS UNDER 18 AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY, GUARDIAN'S SIGNATURE MUST BE NOTORIZED.

SUBSCRIBED AND SWORN TO BEFORE ME on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

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## Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Participant (and Guardian) in consideration for being permitted to enter Golden Mountain Park to compete, officiate, observe, work for or participate in any way in Event(s) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any RESTRICTED AREA, promoters, sponsors, advertisers, the owners lessees and lessors of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, and employees, all of the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the EVENT(S) whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the EVENT(S) whether caused by the negligence of Releasees or otherwise.
5. Hereby acknowledge that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or property damage. Each of the Undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity 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 Province or State in which the EVENTS(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. This agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. This Agreement shall be construed under and in accordance with the laws of the STATE OF TENNESSEE.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
10. This agreement constitutes the sole and only agreement of the Parties and superseded any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.