DATE:_____

WILDCAT ADVENTURES & OFFROAD PARK, LLC

Injury Waiver and General Release Form

This Injury Waiver & General Release Form executed by Participant (name & date set out below), to Wildcat Adventures & Off-road Park, LLC, a limited liability company organized under the laws of Kentucky (Wildcat), having its principal office at 499 Flat Lick Rd, London, KY 40744, its Members, agents, employees, associates, representatives, successors in interest & land owners; land owners' agents, successors, heirs, representatives; and the participants, and any persons in any area adopted or identified as the Wildcat Adventures & Off-road Park (Park), sponsors, advertisers, owners and lessees of the Park, hereinafter referred to as "Releasees".

PARTICIPANT'S COVENANTS

In consideration of Participant being permitted, by Wildcat, to enter the Park for any purposes (Park being defined as including, but not limited to, the office, store, all other buildings, concessions, restrooms, designated or undesignated campgrounds, marked trails, all areas of Park not identified as a marked trail, roads, streets, access roads and/or highways leading up to the Park, rivers, streams, as well as any adjacent and/or appurtenant adjoining property, area or land not necessarily under the dominion and control of Wildcat, where a participant may be located while participating in any activity at Park), or being permitted to participate (or his/her mere presence), in any activity at Park including, but not limited to: the operation and/or riding or being a passenger in, on or of ATV's, motorcycles, modified highway vehicles, or any motorized or non motorized vehicle; officiate, observe, work for, or for any purpose participate in any activity, in any way, at the Park, the undersigned, for himself or herself, and his or her personal representatives, heirs and next of kin, or estate, acknowledges, agrees and represents that he or she has, or will immediately upon entering the Park.

Participant understands and agrees that risks and dangers exist in the presence or use of or participation in any activity involving, but not limited to: a motorized vehicle for off-road driving, recreational activity, or camping, at Park. Participant further acknowledges and understands that his or her participation in, or presence around, said activities at Park may result in bodily injury or death and that these risks may be caused, in whole or in part, by or through the acts, omissions or negligence of Releasees, or by our through other participants at Park.

SECTION ONE. GENERAL RELEASE AND COVENANT NOT TO SUE/ Agreement to Pay Legal Fees/Cost

The undersigned voluntarily, with sufficient knowledge of all known and unknown risks of his/her participation at Park now hereby releases, waives, disclaims, discharges, covenants not to sue, agrees to hold harmless from all existing & future claims Releasees from all liability to the undersigned, and the undersigned's personal representatives, assigns, heirs and next of kin, for any and all loss or damage to their person or property, and any claim or demands for the same on account of injury to the person or property of the undersigned or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise, while the undersigned is in or upon the Park, or competing, officiating in, observing, working for, camping at, or for any purpose participating at the Park.

In the event the participant should file or attempt to file a lawsuit against Wildcat Adventures and Off-Road Park, LLC for any act that is covered by this release, the participant does hereby agree that such act is a breach of this agreement. Any breach of this agreement by participant shall require the participant to reimburse the PARK for all legal fees, cost and expenses incurred as a result of the breach of this agreement.

SECTION TWO. INDEMNIFICATION

The undersigned agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they might incur due to the presence of the undersigned in or on at the Park or in any way competing, officiating, observing or working for or for any purpose participating at the above-described Park and whether caused by the negligence of the Releasees or otherwise. Releasees shall be reimbursed for all legal fees costs and other expenses related to defense costs incurred because of Participant's claim against Releasees and/or claims from third parties against Releasees because of negligence, of any type, by Participant, unless it is adjudged that Releasees' negligence was wanton and/or willful.

SECTION THREE. ASSUMPTION OF RISK

The undersigned assumes full responsibility for any and all known and unknown, foreseen and unforeseeable, risks of bodily injury, death or property damage due to the negligence of Releasees, or otherwise, while upon or participating at the Park and/or while competing, officiating, observing or working for or for any purpose participating or present at Park.

SECTION FOUR. SCOPE OF RELEASE AND INDEMNITY

The undersigned acknowledges and agrees that participation of activities at Park are very dangerous and involve the risk of serious injury or death and/or property damage. The undersigned further agrees that the foregoing Injury Waiver and General Release is intended to be as broad as inclusive as is permitted by the law of the State of Kentucky, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Undersigned further acknowledges and agrees that any dispute that may arise out of the undersigned's participation of any activity or mere presence at Park shall be adjudicated in Laurel County Kentucky Circuit Court.

NOTE: BY signing the undersigned has agreed that he/she has read and voluntarily signs this Injury Waiver and General Release Form, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made. Participant further agrees that he/she intends that this Injury Waiver and General Release Form shall extend to and apply for any time that Participant shall visit Park for a period of 30 days from the date of signature below.

NOTE: Your participation at Park does not in any way include or guarantee to you any insurance coverage of any kind. Insurance, if any, provided by Wildcat Adventures and Off Road Park, LLC is without cost to you and may be increased, decreased, cancelled and in any way changed by Wildcat Adventures and Off Road Park, LLC at any time at its sole discretion.

ANY PERSON WHO ENTERS WILDCAT ADVENTURES & OFF ROAD PARK, LLC (PARK) MUST CHECK IN IMMEDIATELY UPON ARRIVAL. FAILURE TO CHECK IN AND EXECUTE PROPER DOCUMENTATION WILL RESULT IN IMMEDIATE REMOVAL FROM PARK.

Rules & Regulations

1. All Participants must sign an **Injury Waiver and General Release Form**. Anyone who does not sign an **Injury Waiver and General Release Form** shall leave the Park, regardless of what activities they plan to undertake.
2. Helmet use by riders of motorcycles or ATVs is required by all Participants whether operators, riders and/or passengers. ALL ATVs and motorcycles must be operated in concert with manufacturers recommendations and age requirements.
3. ALL Participants must operate motorized vehicles only on designated trails in Park.
4. ALL Participants are forbidden from riding on any property adjacent and/or adjoining Park, any Participant observed riding on non-Park property will be removed from Park.
5. ALL Participants must wear their wristband at all times while in Park.
6. Absolutely NO littering in Park.
7. Alcohol and/or drug use by any Participant is prohibited. Failure to observe this prohibition will result in immediate removal of Participant from Park.
8. Campfires are only permitted in designated areas in Park.
9. ALL Participants in Park are prohibited from possession of a firearm of any kind.
10. ALL Participants in Park are prohibited from possession or igniting fireworks.
11. ALL Children under the age of 18 must be supervised by a Parent or designated Guardian of Parent. Parent of Child/Participant assumes all responsibility for injury to or injury caused by the negligence or intentional conduct by Child to person or property.
12. ALL Children under the age of 18 must have a PARENT execute properly the **Injury Waiver and General Release Form** prior to participation of child at Park.
13. Pets must be on leash at all times.
14. Hunting of any kind is prohibited in Park.
15. POSTED speed limits must be observed.
16. ALL Participants shall operate any motorized vehicle in a safe manner to themselves and others. Failure, by Participant, to operate any motorized vehicle in a safe manner will be removed from Park.
17. Wildcat Adventures and Off Road Park, LLC, has the right to deny entry to or removal from Park of anyone at anytime at its sole discretion.
18. All Participants are forbidden from leaving Wildcat Adventures and Off Road Park, LLC, property and entering CSX property (Railroad.)

PRINT NAME	SIGNATURE	CELL NUMBER	D.O.B	CITY/STATE