

**STONY LONESOME OHV PARK
OWNED AND OPERATED BY CULLMAN COUNTY**

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In exchange for being allowed on property of Cullman County hereby referred to as Stony Lonesome OHV Park, including parking, trails, woods, lake (Property), for recreation including riding ATVs, motorcycles and other vehicles, camping, hiking, fishing, picnicking, nature study, sightseeing, horseback riding, participating in ATV training, and spectating (Activities), I and any minors in my care and/or custody and anyone who might sue on my behalf, (collectively, Releasors) (1) will indemnify, defend, and hold harmless Stony Lonesome OHV Park, its employees, representatives, or affiliated persons/entities (Releasees), from and against any and all known or unknown, now or in the future, claims, damages, actions, causes of action, or suits, for death, personal injury, disability and/or property damage, fees (including attorneys' fees and litigation expenses incurred by Releasees) regarding any such claims, or expenses (including without limit medical expenses) on the part of any person relating to the use of or presence on the Property by Releasors (Claims) relating in any way to: (i) my/our actions or inactions; (ii) my/our breach or failure to abide by any part of this agreement; or (iii) any other harm caused by me/us; and (2) release and discharge Releasees from and against Claims, even if such are due to Releasees' negligence (except willful or wanton negligence or misconduct); Releasees shall not be liable for Claims and Releasors waive any right to sue Releasees for such.

We are physically fit, have sufficiently trained for such Activities, are experienced in safely engaging in Activities, have safe equipment, will use appropriate safety gear including helmets at all times while operating vehicles and have not been advised against such Activities by a health professional. We know: there are obvious and hidden risks and dangers on any property of this type and on this Property; weather, erosion, vegetation and vehicles constantly change the conditions and dangers on the property; sometimes other patrons may violate the strict safety rules of Releasees; some Activities may cause death, serious injury, and property loss; and Releasees may not have liability insurance. We expect wrong way riders, pedestrians and other hazards. We voluntarily assume all such risks. If we are on unfamiliar terrain we will go slower and more carefully than normal and inspect the terrain very carefully. If I believe an area is unsafe I will immediately advise Stony Lonesome OHV Park Staff (Releasees). I am solely responsible for selecting the trail that best suits my experience and ability; and under no circumstance will I leave a marked trail. If the participant in Activities is a minor, both the minor participant and his or her parent or legal guardian further certify, covenant and warrant that: the parent or legal guardian signing below is the legal parent or legal guardian of the minor; has legal custody of the minor; has the legal right to act on behalf of the minor; has legal authority to enter into the Agreement and bind the minor to its terms; the parent or legal guardian is signing individually and on behalf of the minor; and the parent or legal guardian and the minor both agree to the terms hereof.

My signature on this agreement is relied on by Releasees to allow me and any minors in my care and/or custody to engage in Activities on the Property. This agreement is intended to be as broad as Alabama laws allow. If any part is invalid, the rest shall stand. This agreement shall be continuing and shall apply to the use of the Property by me and any minors in my care and/or custody on this date and on any future date.

I have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by signing this Agreement I am waiving significant legal rights, including the right to assert claims against, sue or recover from Cullman County, Stony Lonesome OHV Park and the Released Parties. I have been provided with a list of rules and regulations which I understand and agree to abide by. I sign this agreement freely and willingly.

This assumption of risk, release of liability and indemnity agreement is in effect from date of signing and continues in effect for one year from date of signing for all future activities within Stony Lonesome OHV Park.

Adult Information:

Print Participant Name: _____ Participant Age: _____

Participant Signature: x _____ Date: _____

Parent/Legal Guardian of Minor Information:

Print Minor Participant Name: _____ Minor's Age: _____

Print Parent/Legal Guardian Name: _____

Parent/Legal Guardian's Signature if Participant is a Minor: X _____

I affirm I am the legal Parent/Legal Guardian of Minor: X _____ Date: _____

A signed copy of this waiver must be turned in at the front gate before entering the park.