



**RELEASE AND DISCHARGE OF LIABILITY,
COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT
FOR MINORS BY PARENTS OR GUARDIANS**

In consideration of (each under age 18 and referred to below as "Minor") being permitted to enter for any purpose the off-highway vehicle park at and in the vicinity of 8157 Stonelick Road in Mason County, Kentucky (hereinafter referred to as the "Park") operated by BIG ROCK OHV PARK, INC., a Kentucky corporation, including all walkways, concessions, and other areas appurtenant to any area related to Park activities, or being permitted to observe, compete, officiate, operate ATV's, or other off-road vehicles, or otherwise use the Park, each of the undersigned hereby:

1. Agrees to supervise and keep said Minor within eyesight at all times while in the Park;
2. Acknowledges, agrees, and represents that he/she has inspected the Park and finds and accepts it as being safe and reasonably suited for the purpose of said Minors' use, and he/she further agrees that if at any time he/she believes any area or condition of the Park to be unsafe, he/she will cause said Minor to immediately leave the unsafe area and will advise the Park attendant of such condition;
3. Acknowledges that the use and operation of All Terrain Vehicles ("ATV") and other Off Highway Vehicles("OHV") are very dangerous and involve risk of serious injury and/or death and/or property damage, and that injuries may be aggravated by rescue operations;
4. Unconditionally releases, discharges, and covenants not to sue BIG ROCK OHV PARK, INC., its owners, directors, officers, partners, affiliates, lessees, licensees, managers, agents, employees, consultants, officials, vendors, and event sponsors, promoters and advertisers, and owners of the Park land (all of whom are hereinafter referred to as "Releasees") from all liability to each of the undersigned, his/her/their personal representatives, successors, assigns, and heirs for any and all loss or damage and for any claim or demands therefore on account of injury to the person or property or resulting in death of said Minor, whether caused by the negligence of Releasees or otherwise while the said Minor is in the Park for any purpose, and each of the undersigned, individually and on behalf of said Minor and said Minor's estate, hereby waives all rights to recover for any such loss, damage, injury, or death;
5. Agrees to indemnify and save the Releasees harmless from any loss, liability, damage, or expense which Releasees may incur or suffer as a result of the presence of said Minor in the Park for any purpose, whether caused by the negligence of Releasees or otherwise;
6. Assumes full responsibility and liability for, and risk of, bodily injury, death, or property damage due to said Minor's own negligence of Releasees, or otherwise while said Minor is in the Park for any purpose; and
7. Agrees that this Agreement is intended to be as broad and inclusive as permitted by Kentucky law, and if any portion of this Agreement is held to be invalid, it is agreed that the remaining portion hereof shall nevertheless continue in full force and effect
8. Warrants that he/she is the parent or legal guardian of each Minor named above and has authority to sign the Agreement

EACH OF THE UNDERSIGNED HAS READ, ACKNOWLEDGED HIS/HER UNDERSTANDING OF, AND VOLUNTARILY SIGNS THIS AGREEMENT, INDIVIDUALLY AND ON BEHALF OF SAID MINOR, AND FURTHER AGREES THAT NO VERBAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE BY ANY RELEASEE APART FROM THIS AGREEMENT.

PRINT NAME OF MINOR _____ **DATE:** ___/___/___

PRINT NAME OF MOTHER/FATHER OR GUARDIAN _____

SIGNATURE _____

STREET: _____ **CITY:** _____