

**RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK &
COVENANT NOT TO SUE (“AGREEMENT”)**

PART I: PERSONAL VEHICLE I RV I MOTORCYCLE OPERATION AND USE

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE 74 Family Fun Park, a Florida Corporation, as set forth with further specificity and detail elsewhere within this document, including Part II.

74 FAMILY FUN PARK, INC., LOCATED AT: 44800 Bermont Road, Punta Gorda, FL 33982 (hereinafter, the “Park”).

Activities including but not limited to: CAMPING | FISHING | ATV | MOTORIZED DIRTBIKES | PADDLESPORTS | HIKING | TRACK AND TRAIL RIDING | SPORTS FIELDS | RC CAR TRACKS | BEACH AREA NEAR LAKE | VOLLEYBALL | OTHER RECREATIONAL ACTIVITIES

Dates of Activity: _____ / _____ / _____

PERSONAL INFORMATION

Please fill in the information below.

Full Legal Name: _____ Date of Birth: _____

Address: _____

Phone: (_____) _____

Emergency Contact Name: _____ Phone No.: _____

Driver’s License No. _____ State of Issue: _____ Expires: _____

My driver’s license is valid and there are no restrictions (*circle*): YES or NO I have automobile insurance (*circle*): YES or NO

(IF YES, list Name of Insurance Co. _____)

USE OF PERSONAL VEHICLE

For purpose of this Agreement, Personal Vehicle is defined as one or more of the following: ATV, UTV, Golf Cart, Dirt Bike, Go Kart and/or Other: _____

I plan to participate in the Activity with my personal vehicle (*circle*): YES or NO. If Yes, please circle the type of Personal Vehicle you intend to use and list its manufactures/model & Owner:

ATV: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

UTV: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

Golf Cart: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

Dirt Bike: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

Go-Kart: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

Other: Manf. /Model: _____ Owned by: _____ Insurance: Yes / No

I represent and warrant that: (a) my personal vehicle is in good condition and fit for participation in the Activity; (b) my personal vehicle has been maintained in accordance with the manufacturer’s recommendations; (c) I have had the drivetrain, suspension and brakes checked within the previous three months by a duly-licensed professional mechanic; (d) I understand that I am required to wear protective gear, including a helmet, eye protection and boots when riding a dirt bike on the trails and that I am required to wear a helmet and eye protection when riding an ATV; (e) my insurance policy meets Applicable Law relating to Automobile/Motorcycle/RV/ATV/Truck/Trailer insurance minimum coverage requirements for bodily injury, death and property damage; (f) I will provide 74 Family Fun Park, Inc. and its designee(s), successors and assigns with proof of valid insurance and registration upon request.

I HAVE READ THIS RELEASE AND WAIVER INCLUDING THE COVENANTS AND AGREEMENTS SETFORTH HEREIN AND FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT DO SO, WITHOUT ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

MY SIGNATURE PLACED AT THE END OF THIS DOCUMENT IS MY PERSONAL WARRANT, AFFIRMATION AND ATTESTATION TO THE TRUTH OF THE ABOVE STATEMENTS AND DECLARATION THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF 74 FAMILY FUN PARK IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE, RIDE, OCCUPY and/or USE ANY PERSONAL VEHICLE, BIKE, ATV, UTV, GOLF-CART, DIRT-BIKE, GO-KART, OTHER OR OTHER EQUIPMENT PROVIDED, USED or ENJOYED BY ME OR OTHER PARTIES.

**PART II: ACTIVITIES, ASSUMPTION OF THE RISK, RELEASE, INDEMNITY,
COVENANT NOT TO SUE, COVENANTS, TERMS AND CONDITIONS.**

1. ACTIVITIES. The individual named herein above, and who executes this document (referred to as “I” or “me”) desires to participate in, attend, use, rent, acquire, purchase, lease, gain lawful access to, visit, and/or otherwise become involved in, or derive personal, commercial, social entertainment enjoyment or benefits from, by, or relating to activities, events, entertainment, banquets, consumption of food and/or beverages, that directly or indirectly, in whole or in part, relate to, or involve 74 Family Fun Park, Inc. and any facilities, equipment, assets, rights, services, goods, products, events, vehicles, buildings, site improvements, advertised activities, concerts, festivals, meetings, and/or commercial or consumer transactions, purchases or offerings in which 74 Family Fun Park has lawful ownership, control, or otherwise involved regardless of whether proximate or remote, such as and including without limitation, driving, riding, being transported, as a passenger or other occupant in any type of cart, bike, trailer, truck, equipment, vehicle or other means of transportation or locomotion within property, and/or activities, events or occasions offered, sponsored, advertised or existing at any time, for any duration by, involving or as a result of the Park’s, my or any other person or entity’s actions, inactions, decisions, ownership or control, including without limitation, participation or entry into any area where one or more of the following activities or events occur or where I or others may observe or otherwise participate in or in any other way become involved for any purpose with: motocross, off-road vehicle tracks, off-road vehicle trails, paintball, zip-line, campgrounds, RV’ing, cooking, eating, swimming, games, sports, competitive events, racing (sanctioned, un-sanctioned, private and/or sponsored) social gatherings, parties, recreational lake venue(s) and beach activities, festivals and concerts, food courts, restrooms and shelters, classes and/or seminars (herein the “Activity”).

2. ASSUMPTION OF RISK. My choice to participate in any Activity (as named elsewhere within this document) is knowing, voluntary, and made for my personal enjoyment. I understand that participation in any Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Additionally, it is understood that there are inherent risks involved during outdoor activities and recreation, including, but not limited to, wildlife attacks, incidents with domestic pets, bacterial infections, viral infections, and exposure to venomous animals and poisonous plants that may result in allergic reactions or other harm. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

I AM AWARE THAT OUTDOOR RECREATIONAL ACTIVITIES MAY BE LIMITED BY INCLEMENT WEATHER AND UNDERSTAND THAT THERE IS RISK FOR LIGHTNING, HIGH WINDS, RAIN, AND HAIL. I RELEASE 74 FAMILY FUN PARK FROM ANY AND ALL LIABILITY AND FURTHER UNDERSTAND THAT NO REFUNDS WILL BE GIVEN FOR INCLEMENT WEATHER.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT THERE ARE RULES THAT WILL BE ENFORCED BY THE PARK AND THAT FAILURE TO FOLLOW THOSE RULES MAY RESULT IN SERIOUS INJURY. ADDITIONALLY, I ACKNOWLEDGE THAT FAILURE TO FOLLOW PARK RULES MAY RESULT IN THE PARK PURSUING ANY NUMBER OF REMEDIES ALLOWED BY THE LAW, UP TO AND INCLUDING REMOVAL FROM THE PARK.

ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY.

ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

3. RELEASE FROM LIABILITY. I fully and forever release and discharge 74 Family Fun Park, Inc. and its respective affiliates, directors, officers, shareholders, employees, agents, insurers, members, insurers, counsel, successors and assigns, licensees, and land owner and all other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises and facilities on or in which the activities take place and all others involved in the Activity, regardless of how proximate or remote, (individually and collectively referred to within this Agreement as, "Releasees" and/or "Family Fun Park"), from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity and physical presences at the Park, even if it is due, in whole or in part, to the negligence, injudicious act, omission or other fault of 74 Family Fun Park. I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, 74 Family Fun Park and Releasees, from any and all liability, claims, demands, losses, injury, damages concerning persons, property, death or legal rights on my account threatened, caused or alleged to be caused, in whole or in part by any act or inaction, attributable to 74 Family Fun Park, the Company, Releasees or otherwise, regardless of whether intentional, reckless, wanton or negligent, including without limitation, negligent rescue operations arising out of or attributable to the Activities and/or my physical presence at/in the Park.

4. INDEMNITY. I will defend, indemnify, hold harmless and reimburse 74 Family Fun Park, Company and Releasees from and for all damages, losses, costs, or expenses (including legal fees) incurred by 74 Family Fun Park, Company and/or Releasees or paid by one of more of them, to any person or entity (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity and/or my physical presences at/in the Park. I will reimburse 74 Family Fun Park, Company and Releasees if anyone makes a claim against 74 Family Fun Park, Company and/or Releasees in connection with my participation in the Activity and/or my physical presences at/in the Park, including, without limitation, any accident I may be involved in, or any injury, loss, damage to me, other parties or property however caused.

5. COVENANT NOT TO SUE. I will not initiate any demand, claim, lawsuit, court action or other legal proceeding or demand against 74 Family Fun Park, Company and Releasees, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my (or others') property in connection with my participation in the Activity, and/or my physical presences at/in the Park, and I waive any right I may have to do so. This means that I cannot sue to hold responsible 74 Family Fun Park, Company and Releasees for any injury, loss, or damage sustained by me, other parties or my (or others') property in connection with the Activity and/or my physical presences at/in the Park, even if it is due to the negligence, injudicious act, omission or other fault of the Park, the Company and Releasees. I waive my insurers' right to make a claim against 74 Family Fun Park, Company and Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against 74 Family Fun Park, Company and/or Releasees.

6. MEDICAL EXPENSES. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and/or my physical presences at/in the Park, and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

7. REPRESENTATIONS. I am over EIGHTEEN 18 years of age and I have a valid driver's license that was issued to me more than two (2) years ago. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to drive or ride in a vehicle or otherwise participate in the Activity. I have never been refused Automobile/Motorcycle/RV/ATV truck/Trailer insurance coverage or had special conditions imposed. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I shall immediately discontinue further participation in the Activity and/or remove myself from the Park.

8. COVENANTS. I shall follow any and all instructions, recommendations and cautions of 74 Family Fun Park, Company and/or Releasees at all times during the Activities and while physically present at/in the Park, including, without limitation, in respect of my operation of any vehicle at, or involving, the Activity or other participation in the Activity. I will comply with all Applicable Laws and Regulations while participating in the Activity. I will operate all vehicles at the Park in a safe manner and will observe all traffic laws. I will not operate or be a passenger in any vehicle at the Park, while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine, or other drug which may impair my ability to operate, ride or be within reasonable proximity to a vehicle, Automobile/Motorcycle/RV/ATV/Truck/Trailer and/or while physically present within the Park.

9. PUBLICITY. I hereby grant 74 Family Fun Park, Company and/or Releasees, without limitation, the right to use my name and likeness in connection with the Park and/or relating to my having been physically present within the Park for any publicity without further compensation or permission.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THE COVENANTS AND AGREEMENTS AND THAT I AM VOLUNTARILY GIVING UPSUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE 74 FAMILY FUN PARK, COMPANY AND RELEASEES. FURTHER, I UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS RELEASE OF LIABILITY, WAIVER OF RIGHTS, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE, I SHOULD SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT.

As lawful consideration for being permitted by the Park to participate in the Activity and the intangible, but nevertheless beneficial and material value irrevocably stipulate I shall receive, gain or otherwise enjoy by participating in the Activity, I knowingly and voluntarily agree to all the terms and conditions set forth in this agreement including without limitations the Release, Waiver, Assumption of the Risk, and Covenant not to Sue, (herein collectively referred to as the "Agreement").

This Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Agreement held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Agreement to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Agreement shall continue from this date forever. This document constitutes the entire agreement between 74 Family Fun Park and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters.

Initials _____

I specifically acknowledge and agree that this document is intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations of Florida. (collectively, "Applicable law"), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATION'S PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of the jurisdiction in which the Activity takes place.

This Agreement constitutes the sole and entire agreement of the Park and myself with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Park and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida (or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located within the jurisdiction, and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE 74 Family Fun Park, THE COMPANY and RELEASEES.

INDIVIDUAL:

Signature: _____ Printed Name: _____ Date: _____
Phone No: _____ E-Mail Address: _____
Address: _____

SPOUSE:

Signature: _____ Printed Name: _____ Date: _____
Phone No: _____ E-Mail Address: _____
Address: _____

FOR USE, ONLY IF CONCERNING MINORS SEEKING ADMITTANCE:

Names. Ages of each Child/Minor/Adolescent Relationship to above Adult or Legal Guardian

1. Name: _____ Age: _____
2. Name: _____ Age: _____
3. Name: _____ Age: _____
4. Name: _____ Age: _____

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement and all its terms and conditions on behalf of such named minor(s) and shall fully and faithfully protect, indemnify and hold harmless 74 Family Fun Park, the Company and Releasees from all form, manner, type and nature of injury, loss, damage and injury, albeit personal, property or financial.

Signature: _____ Date: _____
Printed Name of Parent/Guardian: _____
Phone No: _____ E-Mail Address: _____
Address: _____