

ANNUAL COVENANT NOT TO SUE, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT

LAST NAME _____ FIRST _____ DOB _____

THIS AGREEMENT APPLIES TO THE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK CAMPING AND RECREATION AREA AND PAT HARRISON WATERWAY DISTRICT. THIS AGREEMENT CONSTITUTES AN EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, BOTH A WAIVER AND RELEASE OF LIABILITY FOR ANY NEGLIGENCE OR DANGEROUS CONDITION OF PRIVATE PROPERTY AND IDEMNITY FOR ALL THIRD PARTY CLIAMS (HEREINAFTER "AGREEMENT") THE UNDERSIGNED FOR AND IN CONSIDERATION OF AND FURTHER FOR AND IN EXCHANGE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT, ALLOWING MY PAID USE OF THE PREMISES AS FOLLOWS: I KNOW THAT ATV, INCLUDING FOUR WHEELERS, MOTORCYCLES, THREE WHEELERS, DUNE BUGGY, DIRT BIKES, AND BICYCLE RIDING IS INHERENTLY DANGEROUS SPORTS AND RECREATION ACTIVITIES, IN WHICH I CHOOSE TO VOLUNTARILY PARTICIPATE AT MY OWN RISK, I AM AWARE THAT THE INHERENT AND USUAL GREAT RISKS, HAZARDS, AND SUBSTANTIAL DANGERS OF PERSONAL INJUSRY, DEATH AND DISABILITY OR PROPERTY DAMAGE AND LOSS FROM RIDING ATV'S SUHCH AS FOUR WHEELERS, THREE WHEELERS, MOTORCYCLES, DUNE BUGGY, DIRT BIKES AND BICYCLES (COLLECTIVELY "DAMAGES"), NECESSARILY INCREASE WHNE I OR OTHERS USE RAMPS, TRAILS, TRACES, UNALTERED NATURAL TERRAIN, INCLINES OR DECLINES, MUD BOWLS, ROUGH EARTHEN TERRAIN AND ANY MANMADE AREA OR EARTHERN TERRAIN. I KNOW THAT THE INHERENT FORSEEN AND OFTEN UNFORSEEN RISKS, HAZARDS AND DANGERS INCLUDE, BUT ARE NOT LIMITED TO, MOTOR PROPELLED ATV'S AND BICYCLES WHICH CAN LEAD TO OR CAUSE STRAINS, BRUISES, BROKEN BONES, CONCUSSION, HEAT EXHAUSTION AND MANY OTHER INJURIES, DEATH AND PROPERTY DAMAGE RESULTING FROM FALLING OR BEING THROWN FROM THE ATV, WRECKING, JUMPING, LANDING, PERFORMING TRICKS, OR OTHER ACTIVITIES, AS WELL AS COLLIDING WITH OTHER OBJECTS, USERS, STAFF, BYSTANDERS OR SPECTATROS. I ALSO UNDERSTAND THAT THESE INHERENT, GREAT, INCREASED RISKS, HAZARDS, AND DANGERS ARE FURTHER INCREASED WHEN OTHER PERSONS, WHETHER OR NOT OF THE SAME LEVEL OF EXPERIENCE OR SKILL ARE PRESENT AT THE SAME TIME AND USING THE SAME FACILITIES ("ALL OF THE ABOVE DEFINED ACTIVITIES ARE COLLECTIVELY REFERRED TO THROUGHOUT THE AGREEMENT AS "THE HAZARDOUS RECREATIONAL ACTIVITIES").

BY THIS AGREEMENT T IS MY INTENTION TO FOREVER RELIEVE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT AND ANYONE ASSOCIATED WITH AND WORKING FOR MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT INCLUDING BUT NOT LIMITED TO, ITS OWNERS, LANDLORDS, OFFICERS, EMPLOYEES AND AGENTS, COLUNTEERS, SPONSORS, VENDERS, CONTRACTORS AND EXHIBITORS OR ANY DUTY TO ME AND I DO ASSUME THE ENTIRE RISK OF FORSEEN OR UNFORSEEN, KNOWN OR UNKNOWN, BODILY AND PERSONAL INJURY, DAMAGES, LOSSES, HARMS, DEATHS, PROPERTT CLAIMS, MEDICAL EXPENSES, HOSPITAL EXPENSES AND ANY OTHER TYPE OF PERSONAL OR PROPERTY DAMAGE CLAIMS OR EXPENSES THAT MIGHT OCCUR DURING THIS AGREEMENT. I ALSO INTEND TO FOREVER RELEASE, DISCHARGE AND ABSOLVE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PATHARRISON WATERWAY DISTRICT FROM ANY AND ALL LIABILITY FOR ANY ACTIVE OR PASSIVE NEGLIGENCE WHAATSOEVER BY MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT AND TO WAIVE AND RELINQUISH ANY CLAIM, DEMAND OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE OR KNOWN OR UNKNOWN AGAINST MAYNOR CREEK ATV TRAIL, MAYNOR CREEK WATER PARK AND PAT

HARRISON WATERWAY DISTRICT FOR ANY PROPERTY DAMAGE, LOSS, EXPENSE AND FOR ALL PERSONAL INJURY, DAMAGE, LOSS, HARM, DEATH, HOSPITAL EXPENSE OR ANY OTHER TYPE OF EXPENSE CAUSED BY ANY NEGLIGENCE OF MAYNOR CREEK ATV TRAIL AND PAT HARRISON WATERWAY DISTRICT OR OTHER PERSONS USING THE RECREATION AREA AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT, BY THIS AGREEMENT, I ALSO INTEND TO AND DO FOREVER RELEASE, DISCHARGE, WAIVE AND RELINQUISH AND ABSOLVE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT FOR ANY PROPERTY DAMAGES, LOSS OR EXPENSE AND PERSONAL INJURY, DAMAGES, LOSS, HARM, DEATH, MEDICAL EXPENSES OR HOSPITAL EXPENSES AND ANY OTHER TYPE OF EXPENSE CAUSED BY THE HAZARDOUS RECREATIONAL ACTIVITIES AND/OR BY THE CONDITION AND/OR MAINTENANCE OF THE REACTIONAL PREMISES OR ANY OF THE EQUIPMENT, STRUCTURES OR DEVICES INCLUDING BUT NOT LIMITED TO RAMPS, TRACES, UNALTERED TERRAIN, INCLINES OR DECLINES, MUD BOWLS, ROUGH NATURAL EATHERN TERRAIN OR ANY MAN MADE RIDING AREAS OR ALTERED TERRAIN AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT FOR INJURIES OR DEATH RESULTING FROM AND ACTIVITY, OR ANY REASON WHATSOEVER OR FROM ANY INJURIES OR DAMAGES WHICH OCCUR AT THE RECREATION AREA.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE FOR PAY THE RECREATION AREA, I AGREE AS FOLLOWS: AS TO MY PARTICIPATION IN ANY ACTIIVTY, INCLUDING BUT NOT LIMITED TO, THE HAZARDOUS RECREATIONAL ACTIVITIES AND AS SO ANY AND ALL LIABILITY AND FOR ANY INJURY OR DAMAGES WHICH I MAY SUFFER OR INCUR DUE TO ANY CAUSE WHATSOEVER, WHILE ON THE REACREATION AREA PREMISES, I HEREBY AGREE:

TO FOREVER WAIVE ANY AND ALL CLAIMS FOR ANY INJURY AND/OR DAMAGES THAT I MAY HAVE AAINST MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK, AND PAT HARRISON WATERWAY DISTRICT OR ANY OTHER PERSON, LANDLORD, COMPANY OR ENTITY IN ANY WAY ASSOCIATED WITH IT.

_____ INITIALS

TO FOREVER RELEASE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT FROM ANY AND ALL LIABILITY FOR ANY INJURY AND OR DAMAGES THAT I MAY SUFFER OR INCUR, OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN ANY ACTIVITY, INCLUDING BUT NOT LIMITED TO HAZARDOUS REACREATION ACTIVITIES.

_____ INITIALS

TO FOREVER HOLD HARMLESS AND INDEMNIFY MAYNORY CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT FROM ANY AND ALL LIABILITY FOR ANY INJURY AND OR DAMAGES TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN ANY ACTIVITY, INCLUDING BUT NOT LIMITED TO THE HAZARDOUS RECREATIONAL ACTIVITIES.

_____ INITIALS

TO WAIVE AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS IN THE EVENT OF PROPERTY DAMAGES OR MY INJURY, DISABILITY OR DEATH.

_____ INITIALS

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND THE PAT HARRISON WATERWAY DISTRICT SPEED LIMIT, NO ALCOHOLIC BEVERAGES AND OTHER RULES OF USE WHILE USING THE RECREATION AREA. I UNDERSTAND THE RULES AND AGREE THAT VIOLATION OF THE RULES MAY RESULT IN LOSS OF THE RECREATION AREA PRIVILEGES, REMOVAL FROM THE AREA AND OR SANCTIONS.

_____ INITIALS

I ACKNOWLEDGE AND UNDERSTAND THAT THE MAYNOR CREEK ATV TRAIL IS A RIDE AT YOUR OWN RISK REACREATION FACILITY, MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT DOES NOT SUPERVISE ATV, FOUR WHEELER, THREE WHEELER, MOTORCYCLE, DUNE BUGGY, DIRT BIKE OR BICYCLE USE OR USERS AND ASSUMES NO RESPONSIBILITIES FOR THEM. I ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT AFFORDS MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT BROADER RIGHTS AND PROTECTIONS THAT PROVIDED STATUE AND STATE LAW AND WILLINGLY AGREE TO SUCH BROADER RIGHTS AND PROTECTIONS FOR MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT. I AGREE THAT THIS AGREEMENT IS INTENDED TO BE AT LEAST AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAWS OF THE STATE OF MISSISSIPPI AND THAT IF ANY PORTION OF THE AGREEMENT IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I CERTIFY THAT I HAVE NO MEDICAL CONDITION THAT WOULD CAUSE PARTICIPATION IN ANY ACTIVITIES AAT THE RECREATION AREA TO INCREASE THE RISK OF HAZARDS TO MY HEALTH, IN ADDITION, I AUTHORIZE MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT TO PROVIDE OR CUASE TO BE PROVIDED SUCH MEDICAL TREATMENT THAT MAY BE NECESSARY OR APPROPRIATE IF I AM INJURED WHILE AT THE RECREATION AREA WITHOUT THERE BEING ANY ADMISSION OR IMPLICATION OF RESPONSIBILITY ON MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT BY BEING SO. I UNDERSTAND AND AGREE THAT THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND BIND ME, MY HEIRS, ESTATE AND ASSIGNS FOR ANY AND ALL PRESENT AND FUTURE ALLOWED OR UNAUTHORIZED USE OF THE RECREATION AREA BY ME.

_____ INITIALS

I HAVE READ AND VOLUNTARILY SIGNED AND INITIALED ALL PAGES OF THIS AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE BY MAYNOR REEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT.

_____ INITIALS

IF I AM YOUNGER THAN 18 YEARS OLD, MY PARENT (LEGAL GUARDIAN) AND I HEREBY CERTIFY THAT I AM YOUNGER THAN 18 YEARS OLD. I (WE) HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS, PRIOR TO SIGNING THIS AGREEMENT, I (WE) HAVE HAD THE OPPORTUNITY TO CONSULT AN ATTORNEY ABOUT THE EFFECT OF THIS AGREEMENT. I (WE) ARE AWARE THAT BY SIGNING THIS AGREEMENT I (WE) ASSUMED ALL RISKS AND WAIVE AND RELEASE ALL RIGHTS THAT I (WE) AND MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES, AND ASSIGNS MAY HAVE AGAINST MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT.

_____ INITIALS

THIS AGREEMENT MUST BE SIGNED IN THE PRESENCE OF A MAYNOR CREEK ATV TRAIL, MAYNOR CREEK PARK AND PAT HARRISON WATERWAY DISTRICT REPRESENTATIVE.

MY SIGNATURE

_____ DATE _____

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE LEGAL GUARDIAN OF THE BELOW LISTED MINOR PARTICIPANTS AND THAT I AM EXECUTING THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR AND ON BEHALF OF SAID MINOR(S) WITH ALL TERMS AND CONDITIONS OF THE ABOVE AND FOREGOING AGREEMENT BEING APPLICABLE TO SAID MINOR(S), THEIR HEIRS AND ASSIGNS, PARENTS GUARDIANS AS WELL AS THE MINORS LEGAL GUARDIAN.

1. _____ PRINT NAME OF MINOR PARTICIPANT
2. _____ PRINT NAME OF MINOR PARTICIPANT
3. _____ PRINT NAME OF MINOR PARTICIPANT
4. _____ PRINT NAME OF MINOR PARTICIPANT
5. _____ PRINT NAME OF MINOR PARTICIPANT
6. _____ PRINT NAME OF MINOR PARTICIPANT

X _____ DATE _____

LEGAL GUARDIAN SIGNATURE

IF PARTICIPANT IS UNDER 18 YEARS OF AGE AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY TO MAYNOR CREEK ATV TRAIL OR MAYNOR CREEK PARK, THE LEGAL GUARDIAN'S SIGNATURE MUST BE NOTARIZED IN ACCORDANCE WITH THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

X _____ LEGAL GUARDIAN'S SIGNATURE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE _____ DAY OF _____ 20 _____

BY _____

NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI

MY COMMISSION EXPIRES: _____

NOTARY'S PRINTED NAME: _____