



Arty Lee Campground Terms and Conditions

RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to operate an off-road vehicle or travel by means of your God-given ability to propel on the property of Arty Lee Campground or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the camping area or any private property owned and or leased by the Russell County Board of Supervisors, Russell County staff, partners, and or associates.)

EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the campground owners, employees, relatives or associates, administrative organizations or any affiliated entities thereof lessors and lessees of premises used to conduct everyday business including underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON THE ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE OPERATION OF A MOTORIZED VEHICLE, OR WHILE TRAVELING BY HIS OR HER GOD GIVEN MEANS OF TRANSPORTATION i.e. walking, running, crawling, on the Arty Lee Campground Property and or adjoining property. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.
4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage.

Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and it intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW.

Signature _____ Date: _____

Arty Lee Campground

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (READ CAREFULLY BEFORE SIGNING)



IN CONSIDERATION of allowing the below MINOR participant to compete, observe, work for, or participate (“participate”) in any way in the activity of operating, riding as a passenger, or observing within the property owned by Russell County whether leased and or owned by Russell County and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the campground area. EACH OF THE UNDERSIGNED, for himself/ herself, his/her personal representatives, heirs, and next of kin agree that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the CAMPGROUND AREA upon entering it and warrants that their entry therein and/or the MINOR’S Event participation constitutes an acknowledgment that they have inspected the RESTRICTED or NO RESTRICTED AREAS and find it safe and reasonably suited for the purpose of its use. The undersigned agrees that if at any time in the RESTRICTED or UNRESTRICTED AREAS, they believe something will be brought to the attention of an official, they will remove themselves from the AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the CAMPGROUND PROPERTY whether owned and or leased for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED and or UNRESTRICTED AREA that could cause severe bodily injury, disability, and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the AREAS are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge, and covenant not to sue the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, all persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the Event, premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees (all for the purposes herein referred to as (“Releasees”), from all liability to ourselves, the

undersigned, our personal representatives, assigns, executors, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.

4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the Releasees and each of them from any loss, liability, damage, or cost they may occur due, in any manner or degree, to the presence of the parent/ guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the Event and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/ WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

Child Name: _____

Child Name: _____

Child Name: _____

Child Name: _____

Child Name: _____

Signature _____ Date _____