

Golden Mountain Park

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for

_____ (print name of person entering Golden Mountain Park), hereinafter referred to as "Participant".

Participant is:

☐ over the age eighteen years of age (18)

☐ under the age of (18) and, if under the age of eighteen (18)

_____ (print name of parent or legal guardian), parent or legal guardian for the above Participant agrees to this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for any purpose for which Participant enters Golden Mountain Park.

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 BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I FURTHER UNDERSTAND, ACKNOWLEDGE, AND AGREE TO: INSPECT VEHICLE PRIOR TO RIDING, WEAR RESPECTIVE SEAT AND SHOULDER BELTS AND HELMET AT ALL TIMES, AND ABSTAIN FROM CONSUMING ALCOHOLIC BEVERAGES BEFORE AND DURING THE RIDE.

ALL REVOCATION OF THIS RELEASE AND WAIVER OF LIABILITY, ASUMPTION OF RISK AND INDEMNITY AGREEMENT BY EITHER A PARTICIPANT AND/OR A PARTICIPANTS GUARDIAN MUST BE MADE IN WRITING AND DELIVERED BY HAND TO GOLDEN MOUNTAIN PARK.

Vehicle License Plate# State of Issuance

Driver's License# State of Issuance

Participant is Over Eighteen (18) Years of Age:

Signature of Participant Date of Signature

IF PARTICIPANT IS UNDER 18 AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY, GUARDIAN'S SIGNATURE MUST BE NOTORIZED.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20_____.

Signature of NOTARY PUBLIC

My Commission Expires: _____

Printed Name of Notary Public _____

Golden Mountain Park

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Participant (and Guardian) in consideration for being permitted to enter Golden Mountain Park to compete, officiate, observe, work for or participate in any way in Event(s) 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), EACH OF THE UNDERSIGNED for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any RESTRICTED AREA, promoters, sponsors, advertisers, the owners lessees and lessors of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, 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 each of them, their directors, officers, agents, and employees, all of the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the EVENT(S) whether caused by the negligence of the Releasees or otherwise.
4. 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 Releasees or otherwise.
5. Hereby acknowledge that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury 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.
6. Hereby agrees that 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 EVENTS(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.
7. This agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
8. This Agreement shall be construed under and in accordance with the laws of the STATE OF TENNESSEE.
9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
10. This agreement constitutes the sole and only agreement of the Parties and superseded any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.



Park Rules

1. Everyone rides at their own risk. Know your limitations and those of your vehicle.
2. No alcoholic beverages or mind-impairing substances that may impair a person's judgment are allowed in the trail riding area. All vehicles on park property are subject to search.
3. No one is allowed to possess any dangerous or controlled substances including, but not limited to firearms and explosives within the park.
4. Litter laws are strictly enforced. Please litter in an appropriate trash receptacle.
5. "Tread Lightly". Ride only on established trails. Do not venture into the woods or onto other property not owned by the park.
6. Do not remove or destroy trees, shrubs, plants or animals. We want them to remain for all to enjoy. Tree straps are to be used always.
7. No hunting is allowed anywhere in the park.
8. No open fires are allowed in the park. Campsite fires must be kept inside the designated areas.
9. Excessive speed or reckless driving will not be tolerated. Please follow posted speed limits.
10. All off-road vehicles (ORV's) must have functioning spark arrestors and mufflers
11. All operators of off-road vehicles must have a valid driver's license. They will be checked when signing into the park.
12. All off-road vehicle drivers and riders should follow the manufacturers safe operating procedures. Please be sure that your vehicle is equipped to operate on the rough terrain in the park.
13. No person under the age of 18 may operate a vehicle within the park without a signed Parental Consent Waiver. The waiver must be signed in the presence of a park staff member. Parent or legal guardian must closely supervise minors.
14. All SUV's must have liability insurance.
15. Passengers are allowed in SUV's, but must sign a Release and Waiver of Liability Form and must wear their seat belt at all times while the vehicle is moving.
16. All SUV's must have a fully enclosed metal cab and/or roll bar protection, functioning safety belts, working four-wheel drive systems, frame mounted tow hooks that are rated appropriately for the vehicle's weight and must be in safe operating condition.
17. All Driver & Passengers are required to wear a DOT-approved safety helmet and protective gear including, but not limited to, those listed by the manufacturer and the ATV Safety Institute are strongly recommended.
18. Passengers are not allowed on ATV's or motorcycles.
19. Be courteous of other drivers and park employees on and off the trails.
20. Failure to comply with the above rules, regulations and safe operating procedures can result in you being temporarily or permanently banned from the park or participating in any future park activities. No refund of any monies will be given.
21. The park is not liable or responsible for damage, loss, or theft of personal property or injury to park participants.
22. Advance approval by GMP management is required for food and beverage caterers utilized at GMP.
23. All riders must follow the age restrictions set by the government for ATV's.
 - o For engine sizes under 70cc's – age 6 and older
 - o For engine sizes 70cc's to 90cc's – ages 12 and older
 - o For engine sizes over 90cc's – 16 and older