

**LIABILITY RELEASE**  
**The Wilderness Trails, Inc.**

This release is executed by the undersigned on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, in favor of The Wilderness Trails, Inc., David McGee, Kristie McGee, and the promoters, participants, owners and lessees, if any, of premises upon which The Wilderness Trails, Inc. allows or otherwise sponsors four-wheelers, motorcycle, or any other motor vehicle trail riding and/or any other related activity.

**Section One**  
**Participants' Covenants**

In consideration of being permitted to enter for any purpose any real property used by, or owned by The Wilderness Trails, Inc., David McGee and/or Kristie McGee, where any activity relating to off-road four wheeling, motorcycle, dirt bike, or other vehicle operation and riding ("Event") shall take place (the "Premises"), or being permitted to compete, officiate, observe, work for or for any purpose participate in any way in any Event, the undersigned, for himself or herself, and his or her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he or she, has or will immediately on entering any of such Premises, and will continually afterward, inspect such Premises and all portions of it which he or she enters and with which he or she comes in contact, and does further warrant that entry on such Premises or areas and participation, if any, in an Event constitutes an acknowledgement that he or she has inspected such Premises and that he or she finds and accepts the same as being safe and reasonably suited for the purpose of its use. The undersigned further agrees and warrants that if at any time he or she is in or about the Premises, and he or she feels anything to be unsafe, he or she will immediately advise the proper officials and will leave the Premises.

**Section Two**  
**Release and Covenant Not to Sue**

The undersigned releases, waives, discharges and covenants not to sue The Wilderness Trails, Inc., David McGee, Kristie McGee, and the promoters of any Event, and the owners and lessees of the Premises and each of them, their officers and employees, all of whom for the purpose of this are referred to as "Releasees", from any liability to the undersigned, and the undersigned's personal representatives, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demands for the same on account of injury to the person or property of the undersigned or resulting in death of the undersigned, ***whether caused by the negligence of the Releasees or otherwise***, while the undersigned is in, upon, or traveling to or from the Premises, or competing, officiating in, observing, working for, or for any purpose participating in an Event.

**Section Three**  
**Indemnification**

The undersigned agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or costs they might incur due to the presence of the undersigned in or on the Premises or in any way competing, officiating, observing or working for or for any purpose participating in any above-described Event and whether caused by the negligence of the Releasees or otherwise.

**Section Four**  
**Assumption of Risk**

The undersigned assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of releasees, or otherwise, while in, on, or traveling to or from the Premises and/or while competing, officiating, observing or working for or for any purpose participating in any Event on the Premises.

**Section Five**  
**Scope of Release and Indemnity**

The undersigned acknowledges and agrees that the activities of the above-described Event are very dangerous and involve the risk of serious injury or death and/or property damage. The undersigned further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Mississippi, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned has read and voluntarily signs this Release and Waiver of Liability and indemnity Agreement, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

This Release shall cover each and every participation by the undersigned in any Event, now or in the future, without the necessity of the execution of further releases.

Note: Your participation in an Event does not in any way include or guarantee to you any insurance coverage of any kind.

**Section Six**  
**Further Acknowledgements and Representations**

In signing this release, the undersigned hereby acknowledges and represents the following:

1. That he or she has read the foregoing Release and Waiver of Liability and Indemnity Agreement, and has been afforded the opportunity to confer with an attorney, regarding its meaning and contents.
2. That he or she has and will at all times, while riding in or on any vehicle or participating in any Event, wear a helmet.
3. That he or she certifies that he or she has inspected the vehicle proposed for participation in any Event, and the same is in good mechanical condition.
4. That he or she has informed himself or herself about any Event or trail involved in any Event, either by prior participation or investigation into the Event or Trail.
5. That he or she certifies that he or she will not allow anyone other than himself or herself to drive entered vehicle unless said person has signed this Release form.
6. That he or she understands that he or she will be asked to leave the premises without refund if suspected of using alcohol or drugs during the Event, or he or she is behaving in a manner that might put others in danger.
7. That he or she agrees to ride only within the marked boundaries of The Wilderness Trails, Inc. and understands that if he or she leaves the boundary area that he or she is subject to criminal trespass charges by the property owner and will be barred from The Wilderness Trails, Inc.
8. This Release is continuing in scope and shall cover the undersigned's participation in any Event, without regard to whether additional releases are executed.

IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

Signature of Releasor \_\_\_\_\_ Printed Name \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Notary Signature (if parent or legal guardian is not present) \_\_\_\_\_