



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

LAST NAME _____

FIRST NAME _____

DOB ___/___/___ **PHONE** _____ **DATE** _____

THIS AGREEMENT APPLIES TO AHAVA RANCH, LLC ATV TRAIL RIDING, CAMPING, AND RECREATION AREA. 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 CLAIMS [HEREINAFTER "AGREEMENT"] THE UNDERSIGNED FOR AND IN CONSIDERATION OF AND FURTHER FOR AND IN EXCHANGE OF AHAVA RANCH, LLC ATV TRAIL RIDES, 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 ARE 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 INJURY, DEATH AND DISABILTY OR PROPERTY DAMAGE AND LOSS FROM RIDING ATV'S, SUCH AS FOUR WHEELRS, THREE WHEELERS, MOTORCYCLES, DUNE BUGGY, DIRT BIKES AND BICYCLES (COLLECTIVELY "DAMAGES"), NECESSAIRLY INCREASE WHEN I OR OTHERS USE RAMPS, TRAILS, TRACES, UNALTERED NATURAL TERRAIN, INCLINES OR DECLINES, MUD BOWLS/PITS, ROUGH EARTHEN TERRAIN AND ANY MANMADE AREA OR EARTHEN TERRAIN. I KNOW THAT THE INHERENT FORESEEN AND OFTEN UNFORESEEN 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, PREFORMING TRICKS, OR OTHER ACTIVITIES, AS WELL AS COLLIDING WITH OTHER OBJECTS, USERS, STAFF, BYSTANDERS OR SPECTATORS. I ALSO UNDERSTAND THAT THESE INHERENT, GREAT, INCREASED RISKS, HAZARDS, AND DANGERS ARE FUTHER INCREASED WHEN OTHER PERSONS, WHETHER OR NOT OF THE SOME 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, IT IS MY INTENTION TO FOREVER RELIEVE AHAVA RANCH, LLC AND ANYONE ASSOCIATED WITH AND WORKING FOR AHAVA RANCH, LLC, INCLUDING, BUT NOT LIMITED TO, ITS OWNERS, LANDLORDS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, SPONSORS, VENDORS, CONTRACTORS AND EXHIBITORS OR ANY DUTY TO ME AND I DO ASSUME THE ENTIRE RISK OF FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, BODILY AND PERSONAL INJURY, DAMAGES, LOSSES, HARMS, DEATHS, PROPERTY CLAIMS, MEDICAL EXPENSES, HOSPITAL EXPENSES AND ANY OTHER TYPE OF PERSONAL OR PROPERTY DAMAGE CLAIMS OR EXPENSES THAT MIGHT OCCOR DURING THIS AGREEMENT. I ALSO INTEND TO FOREVER RELEASE, DISCHARGE AND ABSOLVE AHAVA RANCH, LLC FROM ANY AND ALL LIABILITY FOR ANY ACTIVE OR PASSIVE NEGLIGENCE WHATSOEVER BY AHAVA RANCH, LLC AND TO WAIVE AND RELINQUISH ANY CLAIM, DEMAND OR CAUSES OF ACTION, OF WHATSOEVER KIND OR NATURE OR KNOWN OR UNKNOWN, AGAINST AHAVA RANCH, LLC 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 NEGILGENCE OF AHAVA RANCH, LLC OR OTHER PERSONS USING THE RECREATION AREA AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM AHAVA RANCH, LLC, BY THIS AGREEMENT, I ALSO INTEND TO AND DO FOREVER RELEASE, DISCHARGE, WAIVE AND RELINQUISH AND ABSOLVE AHAVA RANCH, LLC FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST AHAVA RANCH, LLC 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 MAINTNANCE OF THE RECREATIONAL PREMISES OR ANY OF IT EQUIPMENT, STRUCTURES OR DIVISES INCLUDING BUT NOT LIMITED TO RAMPS, TRACES, UNALTERED TERRAIN, INCLINES OR DECLINES, MUD BOWLS, ROUGH NATURAL EARTHEN TERRAIN OR ANY MANMADE RIDING AREAS OR ALTERED TERRAIN AND PROMISE NOT TO SUE OR EXERCISE ANY LEGAL RIGHT TO SEEK DAMAGES FROM AHAVA RANCH, LLC FOR INJURIES OR DEATH RESULTING FROM AN ACTIVITY, OR ANY REASON WHATSOEVER OR FROM ANY INJURIES OR DAMAGES WHICH OCCOR 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 ACTIVITY, 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 RECREATION AREA PREMISES, I HEREBY AGREE:

TO FOREVER WAIVE ANY AND ALL CLAIMS FOR ANY INJURY AND/OR DAMAGES THAT I MAY HAVE AGAINST AHAVA RANCH, LLC OR ANY OTHER PERSON, LANDLORD, COMPANY OR ENTITY IN ANY WAY ASSOCIATED WITH IT.

_____ **INITIALS**

TO **FOREVER RELEASE** AHAVA RANCH, LLC 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 RECREATION ACTIVITIES. _____ **INITIALS**

TO FOREVER **HOLD HARMLESS AND INDEMNIFY** AHAVA RANCH, LLC 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, ADMINSTRATORS, TRUSTEES AND ASSIGNS IN TH EVENT OF PROPERTY DAMAGES OR MY INJURY, DIASBILITY OR DEATH.

_____ **INITIALS**

I HAVE **READ, UNDERSTAND, AND AGREE** TO BE BOUND BY THE AHAVA RANCH, LLC SPEED LIMIT, NO ALCHOLIC BEVERAGES, NO SMOKING, AND OTHER RULES OF USE WHILE USING THE RECREATION AREA. I UNDERSTAND THE RULES AND I 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 AHAVA RANCH, LLC IS AN **RIDE AT YOUR OWN RISK** RECREATION FACILITY. AHAVA RANCH, LLC DOES NOT SUPERVISE ATV, FOUR-WHEELER, THREE-WHEELER, MOTORCYCLE, DUNE BUGGY, DIRT BIKE OR BYCYCLE USE OR USERS AND ASSUMES NO RESPONSIBLILTY FOR THEM. I ACKNOWLEDGE AND UNDERSTAND THAT THIS AGREEMENT AFFORDS AHAVA RANCH, LLC BROADER RIGHTS AND PROTECTION THAT PROVIDES STATUTE AND STATE LAW AND WILLINGLY AGREE TO SUCH BROADER RIGHTS AND PROTECTIONS FOR AHAVA RANCH, LLC. 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 OF ANY PORTION. IF 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 OF ANY ACTIVITIES AT AHAVA RANCH, LLC RECREATION AREA, TO INCREASE THE RISK OF HAZARDS TO MY HEALTH, IN ADDITION, I AUTHORIZE AHAVA RANCH, LLC TO PROVIDE OR CAUSE TO BE PROVIDED SUCH MEDICAL TREATMENT THAT MAY BE NECESSARY OR APPROPRATE IF I AM INJURED WHILE AT THE RECREATION AREA WITHOUT THERE BEING ANY ADMISSION OR IMPLICATION OF RESPONSIBILITY ON AHAVA RANCH, LLC PART 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 REPRESENTAIONS, OR INDUCEMENTS APART FROM THIS AGREEMENT HAVE BEEN MADE BY AHAVA RANCH, LLC WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT. _____ **INITIALS**

IF I AM YOUNGER THAN 18 YEARS OLD, MY PARENT (LEGAL GAURDIAN) AND I HEREBY CERTIFY THAT I AM YOUNGER THAN 18 YEARS OLD. I (WE) HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND IT’S 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) ASSUME ALL RISKS AND WAIVE AND RELEASE ALL RIGHTS THAT I (WE) AND MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINSTRATORS, TRUSTEES, AND ASSIGNS MAY HAVE AGAINST AHAVA RANCH, LLC. _____ **INITIALS**

THIS AGREEMENT MUST BE SIGNED IN THE PRESENCE OF AN AHAVA RANCH, LLC REPRESENTATIVE.

MY PRINTED NAME AND SIGNATURE

DATE _____

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM THE PARENT OR 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 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

PARENT OR LEGAL GUARDIAN PRINTED NAME AND SIGNATURE

DATE _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE AND PARENT OR LEGAL GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY TO AHAVA RANCH, LLC RECREATION AREA, THE PARENT OR LEGAL GUARDIAN'S SIGNATURE **MUST BE NOTARIZED** IN ACCORDANCE WITH THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT.

PARENT OR LEGAL GUARDIAN'S SIGNATURE

DATE _____

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE _____ DAY
OF _____ 2021.

BY NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI

MY COMMISSION EXPIRES:

NOTARY'S PRINTED NAME AND SIGNATURE
