



I, _____, the undersigned, am the parent or legally appointed Guardian of _____, a minor child (hereinafter referred to as "the Participant" throughout this Agreement). In consideration of the Participant's entry into the premises known as "Three Palms Action Sports Park" f/k/a "Three Palms Extreme Sports Park" f/k/a "Three Palms", "Bel-Ray Action Sports Park" (hereinafter referred to as "the Premises") and/or participation in any event or activity at the Premises, including, but not limited to, camping, motocross practice, participation in organized motocross events, watersports, watercraft, water activities including, but not limited to, fishing and swimming, zip lines, water trampoline, off-road activities, outdoor activities, instruction associated with those activities, or the use of the Premises and/or equipment and/or property, including, but not limited to, the parking areas, campgrounds, tracks, trails, lakes, floatation devices, zip line equipment, and clubhouse facilities (hereinafter collectively referred to throughout this Agreement as "the Activities"), understand and agree to the following:

1. THE MINOR PARTICIPANT AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the EVENT(S).

2. I _____, AGREE AND UNDERSTAND THAT THE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES. I FURTHER UNDERSTAND THAT, EVEN THOUGH THE PARTICIPATE MAY NOT BE A PARTICIPANT IN ANY OF THE ACTIVITIES, JUST BY ENTERING THE PREMISES AND BEING IN CLOSE PROXIMITY TO THE ACTIVITIES, THE PARTICIPATE MIGHT BE EXPOSED TO DANGER, INJURY AND/OR DEATH. I, AS THE PARENT OR LEGALLY APPOINTED GUARDIAN OF THE PARTICIPANT, HEREBY REQUEST THE PARTICIPANT BE PERMITTED TO ENTER ONTO THE PREMISES AND PARTICIPATE IN THE ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF DAMAGE, INJURY OR DEATH TO THE PARTICIPANT.

3. I understand and agree that wherever it is used in this document the term "Three Palms" means:(a) E.S.E. We Make Tracks, Inc. d/b/a Three Palms Action Sports Park f/k/a "Three Palms Extreme Sports Park" a/k/a "Three Palms"; and (b) Lifestyle Action Sports, L.L.C.; and (c) ESE Equipment, LLC; and (d) Great American Adventure Race LLC d/b/a Racing Humans; and (e) Bel-Ray Action Sports Park (f)any person who works for, but not limited to; E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., and Great American Adventure Race; and (g) any person who are owners, officers or directors of, but not limited to; E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., and Great American Adventure Race; and (h) all sponsors of any event or activity associated with, but not limited to; E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., and Great American Adventure Race; and (i) all promoters of any event or activity held at the Premises; and (j) all instructors, equipment operators, staff or personnel who provided training or assistance to me at or on the Premises, and (k) the owners of the equipment used at the Premises, and (l) the owners of the facilities located at the Premises; and (m) the designers or builders of any track, trail, obstacle, aspect or feature of the Premises, and (n) all contractors or subcontractors retained by or on behalf of E.S.E We Make Tracks, Inc., ESE Equipment, Lifestyle Action Sports, L.L.C., and Great American Adventure Race to provide any product or service to E.S.E We Make Tracks, Inc., ESE Equipment LLC, Lifestyle Action Sports, L.L.C., and Great American Adventure Race; (o) the business known as Three Palms; and (p) all agents, representatives and assigns of E.S.E We Make Tracks, Inc., ESE Equipment, Lifestyle Action Sports, L.L.C., Great American Adventure Race, and Bel-Ray Action Sports Park.

4. a) I, _____, on behalf of the Participant as well as myself, my heirs, distributees, guardians, legal representatives, and assigns, agree to WAIVE and GIVE UP MY RIGHTS AND THE RIGHTS OF THE PARTICIPANT TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH THE PROPERTY OF, OR TO PROSECUTE Three Palms if the Participant is injured or killed or sustains any damages as a result of the Participant's participation in the Activities. I AGREE AND UNDERSTAND THAT I AM HERE AND NOW WAIVING AND GIVING UP THE PARTICIPANT'S RIGHTS AND MY RIGHTS TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE THREE PALMS FOR ANY INJURIES, DEATH OR DAMAGES THAT MY ARISE FROM ANY EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND **THIS WAIVER OF RIGHTS TO MAKE ANY CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE THREE PALMS APPLIES EVEN IF THE PARTICIPANT IS INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS**, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION, OF THREE PALMS. b) Additionally I, on behalf of the Participant as well as myself, my heirs, distributees, guardians, legal representatives, and assigns, agree TO RELEASE, DISCHARGE, and ACQUIT Three Palms from any and all liability, whether arising from negligence, strict liability, contract, tort, any statutory liability, or liability arising out of any regulation, in the event that the Participant is injured or killed as a result of participation in the Activities. I FULLY AND COMPLETELY UNDERSTAND AND AGREE THAT THE PARTICIPANT AND I AM HERE AND NOW FOREVER RELEASING FROM ANY AND ALL LIABILITY WHATSOEVER THREE PALMS FOR ANY EVENT OR EVENTS THAT MAY OCCUR IN THE FUTURE AND THAT **THIS RELEASE OF LIABILITY APPLIES EVEN IF THE PARTICIPANT IS INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS**, OR ACTS OR OMISSION THAT CONSTITUTE STRICT LIABILITY UNDER ANY STATUTE OR REGULATION, OF THREE PALMS.

5. I on behalf of the Participant, myself, my heirs, distributees, guardians, legal representatives, and assigns, acknowledge and agree that THREE PALMS HAS MADE NO EXPRESS OR IMPLIED WARRANTY OF ANY PRODUCTS OR SERVICE'S MERCHANTABILITY OR THAT ANY PRODUCT OR

SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. I further acknowledge and agree that Three Palms shall not be liable for any breach of an express or implied warranty in an amount greater than the amount paid for the product or service provided to me or the Participant.

6. I, _____, on behalf of the Participant, myself, my heirs, distributees, guardians, legal representatives, and assigns, agree to INDEMNIFY and SAVE HARMLESS Three Palms in the event that any person, firm, or corporation, makes a claim against or sues Three Palms for claims arising out of any injury to the Participant, damages sustained by me or the Participant or because of the Participant's death arising out of the Participant's entry onto the Premises or participation in the Activities. I UNDERSTAND AND AGREE THAT THE PARTICIPANT AND MYSELF, OR MY HEIRS OR REPRESENTATIVES OF MY ESTATE WILL BE REQUIRED TO INDEMNIFY AND SAVE HARMLESS THREE PALMS *EVEN IF THE PARTICIPANT IS INJURED OR KILLED BECAUSE OF ACTS OR OMISSIONS, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS* OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION OF THREE PALMS. I understand this paragraph means that if any claim or suit is brought BY OR ON BEHALF OF THE PARTICIPANT against Three Palms. I agree that I am contractually obligated to pay Three Palms for all its costs of defense, including but not limited to attorney's fees, litigation expenses, expert witness fees, court costs and any other charge associated with the defense of that claim or suit. If damages are awarded to the Participant, to me or to anyone on my behalf or on the Participant's behalf, I am personally obligated to reimburse Three Palms the entire amount of any such award.

7. I agree on behalf of the Participant and understand that this Release, Waiver, and Indemnity Agreement is binding today and shall continue in full force and effect now and in the future at all times during which the Participant participates, either directly or indirectly, in the Activities at the Premises or enter onto the Premises, and shall be binding upon the Participant, myself, my heirs, executors and administrators of my estate.

8. I agree on behalf of the Participant and understand that if any part of this Release, Waiver and Indemnity Agreement is held to be invalid the balance of the instrument is not invalid and is fully and completely binding.

9. In exchange for the Participant being permitted to enter onto the Premises and/or participate in any of the Activities, I understand, represent and accept the following: a. I am solely and exclusively responsible for the supervision of the Participant and for Participant's safety and well-being; b. I am personally familiar with the Participant's skills and abilities to participate in any of the Activities and will personally ensure that the Participant does not participate in any Activity for which the Participant is not adequately equipped, qualified, trained or skilled; c. Before I will permit the Participant to participate in any Activity on any portion of the Premises, I will personally determine that the portion of the Premises upon which the Participant will participate in any Activity is appropriate for said Activity and poses no unreasonable hazard or risk to Participant; d. It is my sole and exclusive responsibility to ensure that the Participant always uses adequate personal protective gear and equipment to minimize any risk of injury or death to Participant; e. I am solely and exclusively responsible to ensure that Participant does nothing to cause or create an unreasonable risk of injury or death to Participant or others; f. The requirements in this paragraph (8) and in this entire agreement are contractual obligations which I must perform in exchange for Participant being permitted to enter the Premises and participate in any Activities; g. My failure to comply with or perform any of the obligations stated in this Paragraph (8) or this entire Agreement could result in damages to Three Palms for which I will be personally liable.

10. I acknowledge that any video tape, motion pictures, still photographs, or any other media products taken or created in conjunction with any participation in the Activities, whether of the Participant or of me, at or with Three Palms shall be and remain the sole property of Three Palms and, hereby, consent to Three Palm's use of said video tape, motion pictures, still photographs or any other media products in any manner it deems appropriate, including, but not limited to, advertisements, video productions and displays.

11. I acknowledge that I have read all of the above provisions, fully understand the terms and conditions expressed therein, and have freely chosen to accept the above paragraphs. I understand and accept that, by signing this Agreement, neither the Participant nor I may ever make a claim against, sue or seek to recover any monies or other compensation or recovery from Three Palms in the event that the Participant is injured or killed, *EVEN IF THE PARTICIPANT IS INJURED OR KILLED BECAUSE OF THE ACTS OR OMISSIONS, INCLUDING THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF THREE PALMS*, or acts or omissions that constitute strict liability or liability under any statute or regulation of Three Palms.

12. I further understand and acknowledge that I do not have to sign this document or permit the Participant to enter the Premises or participate in any Activity sponsored, offered or initiated by Three Palms, but choose to do so freely and of my own accord. If the Participant declines to participate or I choose to withdraw the Participant from any activity sponsored, offered or initiated by Three Palms, I may receive a refund of any monies I have paid to Three Palms, less any amount already spent or incurred on behalf of the Participant or myself.

Signed this _____ day of _____, 20____ WITNESSED _____

SIGNED _____ PRINT _____

****** If you are under the age of 18 years old and are coming without a parent or a legal guardian this Waiver must be notarized******

STATE OF _____ COUNTY OF _____ On _____ before me, _____ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and Official Seal _____ Signature _____
(Signature of notary public)