



**CAROLINA ADVENTURE WORLD, LLC
ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT.**

In consideration of Carolina Adventure World, LLC ("CA World") permitting me or my minor child to participate in Recreational Activities at CA World, on the real property and improvements operated by CA World (the "Premises"), or at events sponsored by CA World, I, the undersigned, for myself, and for my child if a participant, and our heirs, personal representatives, successors and assigns, agree to the following terms and conditions.

"Recreational Activities" mean all recreational activities provided, offered, or permitted by CA World at the Premises or at a CA World sponsored event, including, but are not limited to, the use or operation of motorcycles, all-terrain vehicles and other types of motorized vehicles for off-road driving, motor-cross or racing on the Premises or at CA World sponsored events, together with all tracks, trails, improvements, buildings, facilities, equipment or goods. Recreational Activities also include your participation or involvement in activities as a driver, operator, passenger, sponsor, mechanic, or person otherwise assisting or supporting the use or operation of a vehicle at the Premises or CA World sponsored events.

I choose to participate in the Recreational Activities voluntarily and of my free will. I know that (1) the Recreational Activities are dangerous and involve inherent risks to my health and safety including, but not limited to, bodily injury, paralysis, disability, dismemberment or death; (2) some of the risks include collisions, crashes, vehicle roll-overs, falls, fires, explosions, mechanical failure, acts or omissions of other persons, and forces of nature such as rain, wind, ice and lightning; (3) the Recreational Activities are physically demanding and could cause serious or life threatening medical conditions like heart attack or stroke; (4) by participating in the Recreational Activities I am voluntary and of my free will exposing myself to these risks and dangers with full knowledge that they may result in my injury or death. With full knowledge and acceptance of these facts, I expressly **ASSUME THE RISK** of my participation in the Recreational Activities and agree that CA World and the Released Parties shall have no liability or legal duty to me for the risks that I am voluntarily and expressly assuming.

I also know that I may be injured, damaged or die as a result of the acts or omissions of other persons including the negligence or gross negligence of CA World, its employees or representatives. Acknowledging that such risks exist, I hereby forever **RELEASE AND DISCHARGE** CA World and Wilburn Enterprises, LLC, and their respective officers, managers, members, employees, representatives, agents, successors and assigns (the "Released Parties"), of and from any and all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, that I, anyone on my behalf, my heirs, or personal representative have or may have for or relating to any injury or damage to my person or property suffered or claimed to have been suffered by me or death which arises out of, is related to, results from, or is caused in whole or in part by my participation in any of the Recreational Activities at CA World, the Premises, or a CA World sponsored event, including, but not limited to, any claim that an act or omission was **caused in whole or in part by the NEGLIGENCE or GROSS NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at CA World, the Premises or a CA World sponsored event.

I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the Released Parties in any claim, action or proceeding from and against all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, for or relating to my participation in any of the Recreational Activities at CA World, the Premises, or a CA World sponsored event, or my failure to comply with the terms of this Agreement, regardless of whether the act or omission was **caused in whole or in part by the NEGLIGENCE or GROSS NEGLIGENCE of one or more of the Released Parties** or by hidden, latent or obvious defects at CA World, the Premises or a CA World sponsored event.

I certify, covenant and warrant that: I have the skills and ability needed to carefully and competently participate in the Recreational Activities, which I will employ; I have inspected the vehicle(s) I bring to CA World or a CA World sponsored event and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any way; I have no health condition that will put me or others at increased risk while participating in the Recreational Activities; I will follow all rules and safety standards applicable to the Recreational Activities; I am solely responsible for selecting the trail that best suits my experience and ability; and under no circumstances will I leave a marked trail. If the participant in Recreation Activities is a minor, both the minor participant and his or her parent or legal guardian further certify, covenant and warrant that: the parent or legal guardian signing below is the legal parent or legal guardian of the minor; has legal custody of the minor; has the legal right to act on behalf of the minor; has legal authority to enter into this Agreement and bind the minor to its terms; the parent or legal guardian is signing individually and on behalf of the minor; and the parent or legal guardian and the minor both agree to the terms hereof.

The laws of the State of South Carolina shall govern this Agreement. Any provision or term of this Agreement that is invalid, illegal or unenforceable in any respect shall be severed and ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions and terms of the Agreement.

I have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree to be bound by its terms. I understand that by signing this Agreement I am waiving significant legal rights, including the right to assert claims against, sue or recover from the CA World and the Released Parties. I sign this Agreement freely and willingly.

Adult Information:

Print Participant Name: _____ Participant Age and D/B : _____

Participant Signature: X _____ Date: _____

Parent/Legal Guardian of Minor Information:

Print Minor Participant Name: _____ Minor's Age and D/B: _____

Print Parent/Legal Guardian Name: _____

Parent/Legal Guardian's Signature if Participant is a Minor: X _____

I affirm I am the legal Parent/Legal Guardian of Minor: X _____ Date: _____

Please send me information from Carolina Adventure World - Email address: _____

CA World Associate ID: _____ **Initials:** _____ **Date:** _____