



Palmetto ATV and Motocross, LLC
 1465 Highway 6, Gaston, SC 29073

ADULT ANNUAL WAIVER ANNUAL RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to use the property, equipment and / or facilities owned, leased to, or operated by Palmetto ATV & Motocross, LLC. its / their officers, agents, employees, owners, members, promoters, sponsors, advertisers, owners, and / or lessors, hereinafter individually and collectively referred to as Releasees, for the purpose of the following activities: camping, dirt bike, go-kart, motorcycle, ATV, or any other motorized vehicle, engaged in trail riding, racing or any similar activity, whether such activity engages equipment leased from the Releasee or owned by the participant, said participant, his / her personal representatives, assigns, heirs, and next of kin hereinafter referred to individually and collectively as Releasor, hereby releases, waives, discharges and covenants to hold harmless the Releasee from all liability to the Releasor, for any and all loss or damage on account of injury to the person or property of, or resulting in the death of the Releasor(s), unless caused by the willful and wanton negligent act of Releasee while the Releasor is competing, working, or for any other purpose participating in any of the above referenced activities in any form or fashion, whether directly or in a peripheral activity, or for mere presence on the property of Releasee, said property having been heretofore described. Releasor further releases all officials and professional personnel from any claim on account of the rendering of first aid, medical treatment or services. Releasor(s) acknowledges that such previously described activities are inherently dangerous and that participation in such activities involve an assumption of risk that could result in damage to property, injury or death to the Releasor. Releasor hereby knowingly and voluntarily assumes all such risk. Releasor herein authorizes the release of any and all medical records, incident reports or other related documents to the Releasee in the event of property damage, injury or death. Releasor(s) further expressly agrees that this Release of Liability and Waiver is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that if any portion of this Contract for Use, Release of Liability and Waiver is held invalid, it is agreed that the remainder shall, notwithstanding, continue in full legal force and effect. Releasor states that this Release of Liability and Waiver has been read in its entirety and that he / she knows the contents of same and signs this Contract for Use, Release of Liability and Waiver as his / her own free and willful act. This Contract for Use, Release of Liability and Waiver constitutes the entire agreement between Releasee and Releasor and the terms of such is contractual and not a mere recital. Releasor hereby understands that Releasor is not covered by any insurance policy held by Releasee for damage to property, injury or death. The Releasor(s) hereby certify that they are the legal custodian and guardian of any minor child(ren) the subject of this Release, and for whom they are executing this release, and that they are authorized to execute this release on behalf of said minor child(ren). Releasor(s) further agree that they shall be liable for any damage to Releasee's property or injury to staff caused by Releasor(s) negligence or willful, wanton, and intentional act(s).

I hereby acknowledge that I / We have read, understand, and accept the terms and conditions stated herein, pertaining to the Contract for Use, the Riding Rules and Regulations, and the Release of Liability and Waiver. All persons aged 18 and older must affix his / her legal signature.

Signature:	Date:
Name:	Date of Birth:
Address:	County:
City:	State: Zip code:
Phone:	Email: