

Big Creek Rocks, LLC
scott@BigCreek.rocks
336-906-1644

WAIVER, ASSUMPTION OF RISK, RELEASE, INDEMNITY AND ARBITRATION AGREEMENT

In consideration of the undersigned being permitted to participate in any way in the Big Creek Rocks ("Company") program, its related events and activities and to use any property, equipment or facilities owned, leased or operated by the Company (hereinafter the "Program"), the undersigned, on behalf of himself or herself, his or her personal representatives, assigns, heirs, next of kin and any Participant for whom the undersigned may be responsible (hereinafter referred to individually and collectively as "Participant"), HEREBY RELEASES, DISCHARGES, WAIVES, INDEMNIFIES, AND HOLDS HARMLESS the Company, its owners, officers, managers, members, agents, employees, other participants, sponsors and owners or lessors of the premises used for the activity (hereinafter individually and collectively referred to as "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, loss or damage to person or property related in any way to Participant's presence on any property owned, leased or operated by the Company or participation in the Program, whether arising in CONTRACT OR TORT, including the negligence of the Releasees or any other cause to the fullest extent permitted by law.

Participant acknowledges and agrees that Off-Road training and practice are INHERENTLY DANGEROUS ACTIVITIES, and take place in outdoor locales which may present both hidden and obvious hazards to life and limb. The risk of serious injury from these activities is significant, including the potential for permanent paralysis and death and, while particular skills, equipment and personal discipline may reduce such risks, the risk of serious injury does exist.

Participant, knowingly and freely, assumes the risk of and full responsibility for all such risks, including risk of bodily injury, both known and unknown, even if arising from any negligence of the Releasees or any other conduct, cause or reason and ASSUMES FULL RESPONSIBILITY for the Participant's participation in the Program.

Participant, knowingly and freely, agrees and covenants to INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees from any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorneys' fees, arising from or in any way related to Participant's presence or participation in the Program, whether or not arising in CONTRACT OR TORT including any negligence of the Releasees or any other cause.

Participant acknowledges and agrees that there is limited availability of emergency medical care, and this Agreement applies to any claim arising out of or related to the failure to render or the rendering of first aid, medical treatment or transport to a healthcare provider, and Releasees have no duty to rescue Participant.

Participant acknowledges and agrees to exercise reasonable care, including following the Company's "Riding Rules and Regulations." If Participant observes any unusual or significant hazard, then Participant agrees to remove himself or herself from participation and notify a representative of the Company immediately.

Participant agrees to supervise and exercise control over minor children that may accompany Participant during the provision of the services, and Participant takes full responsibility for the actions of the minor children and agrees to indemnify and hold harmless Releasees for any injuries or damage suffered or caused by the minor children.

In the event the Participant uses a vehicle not owned by the Company, the Company has no obligation to check the vehicle for safety features commonly included in vehicles provided by the Company for use in the Program. The Participant also agrees to hold the Company harmless for any damage to any such vehicle used by the Participant. The Company reserves the right to refuse use of any vehicle in the Program that appears to the Company to be dangerous or undesirable.

Participant agrees that any claim or dispute arising out of or related to this Agreement or any activity covered by this Agreement, whether asserted in CONTRACT OR TORT, including claims or disputes alleging negligence, gross negligence, willful conduct or any other cause, shall be submitted to BINDING ARBITRATION in accordance with the North Carolina Revised Uniform Arbitration Act.

Participant expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the state in which the Program is conducted and the provisions of this Agreement are severable so that if any portion of the Agreement is held to be invalid, the remainder shall remain in full force and effect.

This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina, and the exclusive jurisdiction and venue for the litigation or arbitration of any claim or dispute arising out of or related to this Agreement and any activity covered by this Agreement shall be in the State or Federal Courts located in Guilford County, North Carolina.

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

IN WITNESS WHEREOF, I, the undersigned, have executed this AGREEMENT AND WAIVER under seal.

PRINTED NAME OF PARTICIPANT: _____

SIGNATURE OF PARTICIPANT: _____ (SEAL)

DATE: _____

Big Creek Representative - INITIALS: _____

FOR PARENTS OR LEGAL GUARDIANS OF MINOR CHILDREN
(UNDER AGE OF 18 AT TIME OF REGISTRATION)

The undersigned Releasor certifies that he or she is the legal parent of or guardian with legal responsibility for the minor child named below (referred to as "Minor Participant"), certifies that he or she has read this Agreement and requests that the Minor Participant be allowed to participate as a Participant in the Program. The undersigned Releasor fully and freely agrees to the terms of this Agreement, including the obligation to indemnify, hold harmless and defend the Releasees from any and all liabilities incident to the Minor Participant's participation in the Program.

PRINTED NAME OF MINOR PARTICIPANT (Minor Child): _____

PRINTED NAME OF RELEASOR (PARENT or GUARDIAN): _____

SIGNATURE OF RELEASOR (PARENT or GUARDIAN): _____ (SEAL)

DATE: _____

Big Creek Representative - INITIALS: _____