

THE RIDGE, LLC

Indemnity and Hold Harmless Agreement

Agreement made this the ____ day of _____, 20____ in the County of Blount, State of Alabama.

The parties to the agreement are the undersigned and his/or her spouse, minor children, heirs, executors, administrators, successors, assigns, employees, and/or agents, hereinafter referred to Indemnitor(s) and "The Ridge, LLC" and d/b/a/ The Ridge Riding Club, Vision Investment Properties, LLC, and any of their respective members, owners, directors, successors, heirs, executors, administrators, employees, agents and associates, and all other persons, firms, corporations, associations or partnerships hereinafter referred to as Indemnities.

Whereas Indemnitor(s) is desirous of making use of the land, and improvements thereon, along with such accessories and equipment as may be provided by Indemnities, including but not limited to any buildings or housing facilities, eating facilities and/or rental equipment, for the purpose of Indemnitor(s) personal and family entertainment; and

Whereas Indemnitor(s) has personally inspected all such land, equipment and/or facilities and is aware of any and all defects of same, including all latent and patent defects, and;

Whereas Indemnitor(s), for himself, his heirs, assigns, minor children and/or spouse, hereby assumes any and all risk associated with the use of said land, equipment and/or facilities, and;

Whereas the Indemnitor(s) hereby acknowledges the inherent danger and risk associated with the use of the said land, facilities and/or equipment for his family entertainment and hereby assumes any and all loss including but not limited to all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Indemnitor(s) may have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and/or personal injuries and/or property damage and the consequences thereof resulting from or occasioned by the use of said land, facilities and/or equipment, and;

Whereas the Indemnitor(s) acknowledges that his use of the facilities and equipment may result in damage to said facilities and equipment, and;

Whereas the Indemnities are desirous of allowing the Indemnitor to use the said land, facilities and/or equipment only pursuant to this agreement, the parties agree as follows:

Section I

Scope of Indemnity

Indemnitor(s) undertakes to indemnify and to hold harmless Indemnitees from any and all claims, by any person, for loss or damage to property or personal injury occasioned by or during the Indemnitor(s) use of the land, facilities and/or equipment as aforesaid, regardless of the actual or alleged cause of the property damage or personal injury.

Section II

Period Covered

The indemnity will extend from the date of this agreement to and including the entire period of time that Indemnitor(s) uses said land, facilities and/or equipment.

Section III

Limitation on Amount of Liability

Indemnitor's liability under this contract shall be unlimited as to amount, and Indemnitor(s) shall be responsible for all loss as contemplated hereunder, regardless of the number or amount of claims.

Section IV

Expenses, Attorneys' Fees, and Costs

Should it become necessary for purposes of resisting, adjusting, or compromising any claim(s) or demand(s) arising out of the subject matter with respect to which indemnification is provided by this agreement, or for purposes of enforcing this agreement, for Indemnities to incur any expenses, or become obligated to pay any attorneys' fees or court costs, Indemnitor(s) agrees to reimburse Indemnities for such expenses, attorneys' fees, or costs within a reasonable time, in no event to exceed thirty days, after receiving written notice from Indemnities of the incurring of such expenses, attorneys' fees, or costs.

I have read and fully understand both page one and page two of this waiver.

Signature(s) of Indemnitor(s) Date

Signature(s) of Indemnitor(s) Date

Parent/Guardian Signatures for anyone under the age of 19

Name(s) of Child(ren)

Parent/Guardian 1 Signature Date

Parent/Guardian 2 Signature Date

IF NOT SIGNED IN THE PRESENCE OF AN EMPLOYEE OF "THE RIDGE, LLC," PARENTS' SIGNATURES MUST BE NOTARIZED.

Sworn to and subscribed before me, this the _____ day of _____, 200____.

Notary Public

My Commission Expires _____

(Notary Seal)