

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)

THE RIDGE, LLC

RIDING RULES AND REGULATIONS

Everyone must sign in at the office upon arrival.

1. Do not leave your kids unsupervised. We can not be responsible for them.
2. Riders are responsible for complying with the manufacturer's recommendations for age, weight, number of riders, etc. on a vehicle.
3. All riders AND visitors must sign-in at the club house before parking their vehicle. Armbands will be checked throughout the day. Anyone riding without an armband will be dismissed.
4. HELMETS ARE MANDATORY for ALL riders and passengers.
5. No alcoholic beverages of any kind allowed on property.
6. Ride on marked trails only. Anyone caught riding on un-marked trails will be suspended immediately with no refund.
7. One-way routes and speed limits strictly enforced.
8. Anyone riding while intoxicated or under the influence will be suspended.
9. No coolers allowed on ATV's.
10. No littering on trails.
11. Speed limit 5 mph within the cabin/lodge/campground/parking/pond or other pedestrian areas
12. Beginner Trails for beginners and parents/instructors only. No fast riding on these trails.
13. No riding in food plots designated for wildlife conservation.
14. No riding on paved roads or road shoulders (\$200 fine).
15. Riding only allowed during designated times.
16. No bike/atv engines started after dark.
17. Anyone riding in an unsafe manner or creating any damage to property, structures, trees, landscaping, vehicles or other riders will be suspended without refund.
18. No disposable cans or bottles allowed on trails. Only portable sports bottles, camelbacks, thermoses are allowed.
19. Members are responsible for the signing in of their guest.
20. Pets must be kept on a leash or in a pet carrying case at all times.
21. You are solely responsible for selecting the trails that are within your riding ability and assume all risks resulting from your trail selection.

ANYONE VIOLATING THESE RULES WILL BE SUSPENDED WITHOUT REFUND.

I the undersigned hereby acknowledge that I have read and understand the above listed rules and regulations and do hereby agree to abide by them.

Signature: _____

Date: _____

The Ridge, LLC

P.O. Box 256, Springville, AL 35146

CUSTOMER INFO

| | | |
|--------------------------------------------------------|----------------------------------------------------------------------------------------|--|
| RIDE DATE _____ | VEHICLE DRIVEN (CIRCLE) <input type="checkbox"/> ATV <input type="checkbox"/> DIRTBIKE | |
| NAME _____ | DATE OF BIRTH _____ | |
| ADDRESS _____ | DRIVERS LICENSE # _____ | |
| CITY _____ STATE _____ ZIP _____ | | |
| PHONE _____ | | |
| EMAIL _____ | | |
| EMERGENCY CONTACT <small>(name/phone)</small> _____ | ARRIVAL TIME _____ | |

| CHECK BELOW | CUSTOMER INITIALS |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> I authorize the release of any and all medical records for the following person(s) listed on this form, in the event of an injury while on the property of The Ridge LLC | <input checked="" type="checkbox"/> _____ |
| <input type="checkbox"/> I have read, understand and agree to all Riding Rules and Regulations. | <input checked="" type="checkbox"/> _____ |
| <input type="checkbox"/> I have read, understand and agree to the Indemnity and Hold Harmless Agreement. | <input checked="" type="checkbox"/> _____ |
| <input type="checkbox"/> I understand that The Ridge, LLC does not cover any person(s), machinery, vehicles, personal property, etc. with any type of insurance. | <input checked="" type="checkbox"/> _____ |

LIST ALL RIDERS AND NON-RIDERS IN YOUR FAMILY/GROUP

| AGE | NAME (PRINT) | SIGNATURE (OR GUARDIAN) | OFFICE USE |
|-----|--------------|-------------------------|-------------------|
| | | X | \$ _____ |

TOTAL \$ _____

OFFICE USE

PAYMENT TYPE: CASH CHECK
