

**BIKINI BOTTOMS OFF ROAD PARK
RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

In exchange being permitted to enter into Bikini Bogota Bottoms, LLC (doing business as "Bikini Bottoms Off Road Park") (hereinafter "Park"), for any purpose, including, but not limited to: (1) operating or riding in an off-road vehicle; (2) participating in or observing, in any way, Park events and/or competitions; (3) officiating in Park events; or (4) working for the Park or its subcontractors or vendors, I, the undersigned, on behalf of myself and my personal representatives, heirs and assigns, hereby agree to the following:

RULES

I have read the Park's rules and regulations, and I agree to comply and ensure my compliance with each of them while I am present at the Park and is on the Park's property.

ASSUMPTION OF RISK

Immediately upon entering the Park, and continuously thereafter, I will inspect all areas of the Park I occupy, and if at any time, I believe anything is I will immediately leave the Park's premises and notify the Park management of the condition I believe is unsafe. I agree that my participation in any activities within the Park shall constitute my acknowledgement that I have inspected the Park's premises and found them reasonably suited for my purpose(s) in using the Park.

I am familiar with the activities that occur at the Park, and I am physically and mentally able to participate in such activities. I understand that each of these activities presents risks to me of damage, loss, injury, illness and death and with this knowledge I expressly assume such risks. I also understand that each of these activities presents risks of damage to or destruction of my property, and with this knowledge, I expressly assume such risks.

RELEASE

I hereby release and forever discharge Bikini Bogota Bottoms, LLC, (doing business as "Bikini Bottoms Off Road Park") and its investors, officers, employees, contractors, subcontractors, volunteers, agents, promoters and sponsors (hereinafter collectively called "Releasees") from any and all liability for acts or omissions, including negligent acts or omissions, causing damage, loss, injury or death to me while participating in activities at the Park or while present on the Park's premises.

HOLD HARMLESS

I hereby agree to indemnify and hold the Releasees harmless from any and all liability or loss, including liability for negligence, arising in conjunction with or resulting from my participation in any activities at the Park or from my presence on the Park's property. This indemnity also includes all attorney's fees and expenses incurred by the Releasees in defending suits against them from my participation in activities at the Park or from my presence on the Park's property.

USE OF LIKENESS

I hereby authorize Bikini Bogota Bottoms, LLC, and its assignees and licensees to use my likeness and that of my property in any manner, without remuneration. I hereby waive any and all claims or demands for remuneration for the aforementioned uses of my likeness or that of my property by the aforementioned entity.

ENFORCEABILITY

I intend this Release and Waiver of Liability and Hold Harmless Agreement to be enforced in accordance with the laws of the State of Tennessee, and I intend this document to be as broad and inclusive as permitted by law. If any portion of this document is found to be invalid for any reason, the remainder of this document shall continue to remain in full force and effect and shall continue to be binding.

I have carefully read the foregoing provisions, know its contents, and sign this form as my own free act.

Signature

Date

Printed Name

Address

Contact Phone Number

Address