



## DAILY PARK FEES

<b>\$25.00</b>	<b>Driver/Machine per day</b>	<input style="width: 80px; height: 25px;" type="text"/>	<b>Amount Paid</b>
<b>\$10.00</b>	<b>Passenger per day</b>	<input style="width: 80px; height: 25px;" type="text"/>	<b>Amount Paid</b>
<b>\$5.00</b>	<b>Camping per person/Per night</b>	<input style="width: 80px; height: 25px;" type="text"/>	<b>Amount Paid</b>

## RULES AND WAIVER AGREEMENT

<p>-ALL PERSONS ON PROPERTY MUST SIGN WAIVER AND PAY ENTRY FEES.</p> <p>-SPEED LIMITED TO 15 MPH ON ALL ROADS. 10 MPH BY THE OFFICE.</p> <p>- NO "OFF-ROADING" BY THE CABINS, CAMPING, AND RV SITES.</p> <p>-NO SPINNING TIRES ON GRASSY AREAS, ROADS, OR PARKING.</p> <p>-NO DONUTS IN THE CAMPGROUND!</p> <p>-ALL MINORS MUST HAVE THEIR LEGAL PARENT/GUARDIAN SIGN THE WAIVER.</p> <p>-NO REFUNDS OR RAIN-CHECKS FOR BREAKDOWNS.</p>	<p>-PACK IN, PACK OUT! TAKE ALL TRASH WITH YOU!</p> <p>-RESPECT BURN BANS, AND KEEP ALL FIRES CONTAINED.</p> <p>-ZERO TOLERANCE FOR ANY CUTTING OF TREES OR NEW TRAILS.</p> <p>-NO OPERATING MACHINERY WHILE INTOXICATED, NO ILLEGAL DRUGS ON PROPERTY.</p> <p>-KILLING OF WILDLIFE STRICTLY PROHIBITED, NO DISCHARGING OF FIREARMS.</p> <p>-USE COMMON SENSE, HAVE RESPECT, AND FOLLOW THE "LAW OF THE LAND"!</p>
<p>-FOLLOW ALL LAWS AND REGULATIONS IF CHOOSING TO DRIVE "OFF-ROAD" MACHINES OFF PROPERTY.</p> <p>-THIS IS AN EXTREME OFFROAD PARK. ALL COLOR CODED TRAILS HAVE CHALLENGES AND EXTREME CONDITIONS.</p> <p>-OWNERS MUST CONTROL AND BE RESPONSIBLE FOR ALL OF THEIR PETS AND CHILDREN</p> <p>-CAUTION TAPE AND CONES DO NOT GUARANTEE YOUR SAFETY. SPECTATE AT YOUR OWN RISK.</p> <p>THIS PARK IS A CONTINUAL WORK IN PROGRESS. CHANGES TO THE TERRAIN, BUILDINGS, AND OPERATION ARE ONGONG.</p> <p>-FAILURE TO ABIDE BY THE RULES COULD RESULT IN REMOVAL FROM THE PARK.</p>	



## **Agreement for Release and Waiver of Liability – Assumption of risks, and Indemnification**

I understand that I am entering a potentially dangerous off-road vehicle recreational area (“Park”). I further understand there are inherent risks associated with the extreme off-road vehicle activities in this Park, such risks including damage to vehicles and personal property and personal physical injuries and/or death.

Before participating, I will determine whether I am adequately prepared to participate in the extreme activities, whether I believe the Park is operated safely considering such extreme activities, and whether I have adequate personal health, property and liability insurance to cover all potential risks of injuries and damages. I will immediately notify management if I determine any one of the above not to be true and will receive a full refund. If I do not elect to receive a refund, then I agree that the Park is operated safely, that I am adequately prepared to participate in the extreme activities, either as a participant, a spectator, or otherwise and that I have adequate personal health, property, and liability insurance to cover all potential risks of damages or injury to myself or others.

In consideration of the undersigned being allowed to participate as a participant, a spectator, or otherwise (collectively, “participant”) in any way (“undersigned” means only the participant when such participant is age 18 or older or it means both the participant and the participant’s parent(s) or legal guardian(s) when such participant is under age 18) in Park activities I agree, understand and acknowledge as follows:

I understand that I will be taking part in activities in the Park that are hazardous and dangerous and involve the risk of physical injury and/or death. I understand that I will be participating in activities that are inherently dangerous and I fully realize the dangers of participating in these activities. I realize that the dangers and risks to which I may be exposed include, but are not limited to, the conditions of the Park, its premises and equipment, and the acts or omissions, representations, carelessness or negligence of other participants or Rebel Yell Hills, LLC, Ozalachia, LLC, DBA FLATNASTY (collectively, FLATNASTY), its owners/operators, its representatives, employees, managers, agents or volunteers, and if applicable, sponsors, advertisers or sponsoring agents or entities. Recognizing the risks and dangers, the undersigned voluntarily chooses to be a participant in these activities and expressly assumes all risks and dangers of such participation in these activities, whether or not described above, known or unknown or otherwise.

I warrant that my vehicle(s), having been inspected, is (are) in good mechanical condition, and is (are) equipped with adequate safety equipment, devices and features for the activities in this Park. I further warrant the vehicle(s) to be adequately insured to cover all property and medical risks associated with such activities, including to other persons and/or their property.

I understand that FLATNASTY does not provide health insurance and/or medical care for/to participants.

I further understand that any and all video footage and/or photography taken while in the Park, including participation in activities, is the exclusive property of FLATNASTY.

**THE PURPOSE OF THIS RELEASE IS TO EXEMPT, WAIVE, RELIEVE AND RELEASE REBEL YELL HILLS, LLC, OZALACHIA, LLC, DBA FLATNASTY (collectively, "FLATNASTY) FLATNASTY FROM ANY AND ALL LIABILITY FOR WRONGFUL DEATH, DEATH, PERSONAL INJURY AND PROPERTY DAMAGE TO YOU, OTHERS, YOUR PROPERTY OR THE PROPERTY OF OTHERS CAUSED BY YOU OR OTHERS INCLUDING BUT NOT LIMITED TO NEGLIGENCE ARISING FROM ACTS OF REBEL YELL HILLS, LLC, FLATNASTY, THEIR OWNERS/OPERATORS, REPRESENTATIVES, EMPLOYEES, MANAGERS, AGENTS OR VOLUNTEERS, OTHER PARTICIPANTS IN PARK ACTIVITIES AND IF APPLICABLE, SPONSORS, ADVERTISERS OR SPONSORING AGENCIES OR ENTITIES.**

**I HEREBY UNCONDITIONALLY RELEASE, AGREE TO INDEMNIFY AND FOREVER HOLD HARMLESS REBEL YELL HILLS, LLC, OZALACHIA LLC, DBA FLATNASTY (COLLECTIVELY, "FLATNASTY"), ITS OWNERS OR OPERATORS, REPRESENTATIVES, EMPLOYEES, MANAGERS, AGENTS OR VOLUNTEERS, AND IF APPLICABLE, SPONSORS, ADVERTISERS OR SPONSORING AGENCIES OR ENTITIES, OR ANY OF THEM, FROM ANY AND ALL INJURIES, LOSSES, LIABILITIES, COSTS AND/OR DAMAGES OR CLAIMS OF ANY KIND OR NATURE EVEN IF CAUSED BY NEGLIGENT ACTS OR OMISSIONS OF REBEL YELL HILLS, LLC, OR FLATNASTY, INCLUDING BUT NOT LIMITED TO DEATH, BREACH OF WARRANTY AND/OR BREACH OF CONTRACT THE UNDERSIGNED MAY HAVE AGAINST FLATNASTY; AND I AGREE TO INDEMNIFY, FOREVER HOLD HARMLESS, NOT SUE AND DEFEND REBEL YELL HILLS, LLC, FLATNASTY, THEIR OWNERS OR OPERATORS, REPRESENTATIVES, EMPLOYEES, MANAGERS, AGENTS OR VOLUNTEERS, AND IF APPLICABLE, SPONSORS, ADVERTISERS, OR SPONSORING AGENCIES OR ENTITIES, OR ANY OF THEM FROM AND AGAINST ANY LIABILITY OR DAMAGE OF ANY KIND, AND FROM ANY SUITS, CLAIMS, OR DEMANDS INCLUDING LEGAL FEES AND EXPENSES INCURRED ARISING OUT OF, OR OTHERWISE RELATED TO THE UNDERSIGNED'S PARTICIPATION AS A PARTICIPANT IN ACTIVITIES AT THE PARK EVEN IF CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF OTHERS, OR REBEL YELL HILLS, LLC, FLATNASTY, THEIR OWNERS OR OPERATORS, REPRESENTATIVES, EMPLOYEES, MANAGERS, AGENTS OR VOLUNTEERS, AND IF APPLICABLE, SPONSORS, ADVERTISERS, OR SPONSORING AGENCIES OR ENTITIES, OR ANY OF THEM.**

**I HEREBY WARRANT THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY SIGNED THIS CONTRACT EVIDENCING MY AGREEMENT TO ITS TERMS AND CONDITIONS. NO ORAL OR WRITTEN REPRESENTATIONS CONTRARY TO THIS CONTRACT HAVE BEEN MADE TO ME. I UNDERSTAND THAT THE WARRANTIES AND REPRESENTATIONS MADE BY ME SHALL SURVIVE MY PARTICIPATION IN PARK ACTIVITIES.**

**I HAVE READ ALL FOUR (4) PAGES OF THIS AGREEMENT**

**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**CITY AND STATE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

**FOR PARTICIPANTS UNDER 18 YEARS OF AGE**

IF PARTICIPANT IS UNDER 18 YEARS OF AGE, THE UNDERSIGNED PARENT OR LEGAL GUARDIAN ACKNOWLEDGES THAT HE/SHE IS NOT ONLY SIGNING THIS AGREEMENT ON HIS/HER BEHALF, BUT THAT HE/SHE IS ALSO SIGNING ON BEHALF OF THE MINOR AND THAT THE MINOR SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. ADDITIONALLY, BY SIGNING THIS AGREEMENT AS THE PARENT OR LEGAL GUARDIAN OF A MINOR, THE PARENT OR LEGAL GUARDIAN UNDERSTANDS THAT HE/SHE IS ALSO WAIVING RIGHTS ON BEHALF OF THE MINOR THAT THE MINOR OTHERWISE MAY HAVE. THE UNDERSIGNED PARENT OR LEGAL GUARDIAN AGREES THAT, BUT FOR THE FOREGOING, THE MINOR WOULD NOT BE PERMITTED TO PARTICIPATE AS A PARTICIPANT IN THE ACTIVITIES. IF SIGNING AS THE PARENT OR GUARDIAN OF A MINOR PARTICIPANT, SIGNING ADULTS REPRESENT THAT THEY ARE A LEGAL PARENT OR GUARDIAN OF THE MINOR PARTICIPANT.

I HEREBY WARRANT THAT I HAVE READ, UNDERSTOOD, AND VOLUNTARILY SIGNED THIS CONTRACT EVIDENCING MY AGREEMENT TO ITS TERMS AND CONDITIONS. NO ORAL OR WRITTEN REPRESENTATIONS CONTRARY TO THIS CONTRACT HAVE BEEN MADE TO ME. I UNDERSTAND THAT THE WARRANTIES AND REPRESENTATIONS MADE BY ME SHALL SURVIVE MY PARTICIPATION IN PARK ACTIVITIES.

I HAVE READ ALL FOUR (4) PAGES OF THIS AGREEMENT

GUARDIAN \_\_\_\_\_ MINOR \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

EMAIL \_\_\_\_\_

WITNESS \_\_\_\_\_