



**ADULT WAIVER, RELEASE, AND INDEMNIFICATION OF RAUSCH CREEK TRAILRIDERS,
RAUSCH CREEK POWERSPORTS LLC AND RAUSCH CREEK LAND, L.P.**

MUST BE INITIALED AND SIGNED BY ALL ADULT PROSPECTIVE MEMBERS.

For and in consideration of my entry upon and use of the premises of Rausch Creek Trail Riders, (hereinafter identified as "RCTR") by Rausch Creek Land, L.P., (hereinafter identified as "RCL") and Rausch Creek Powersports, LLC (hereinafter identified as "RCP") intending to be legally bond, do hereby covenant and agree as follows:

_____/_____. I certify that I am a member of RCTR and acknowledge that the Premises consist in large part of land that is mountainous in topography and that has been extensively logged over, strip mined, deep mined, and that the Premises contain many other hazards which may include but not be limited to other riders, roadways, highways, rail lines, streams, and abandoned strip mines and mine workings. I acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of ATV's, motorcycles, snowmobiles and other off-road vehicles on and about the Premises.

_____/_____. I acknowledge and fully understand that I may engage only in off-road riding and related activities upon the Premises and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own acts, omissions or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

_____/_____. I assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in my entry upon and use of the Premises and areas appurtenant thereto, and accept personal responsibility for the damages or injuries I, my family or my guests may sustain to my or others' persons or property while on the Premises, including permanent disability or death.

_____/_____. I hereby agree, for myself and for my heirs, executors, administrators, representatives, successors and assigns, to release, waive, discharge, indemnify and hold harmless RCTR, RCP and RCL and its limited and general partners, agents, employees, volunteers, customers, guests, successors and assigns, from any and all claims, suits, demands, obligations, actions, rights of damages, including but not limited to claims for personal injury, permanent disability, death or property damage arising from or in any way related to my entry upon and use of the Premises or areas appurtenant thereto.

I HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY AND INDICATE THE SAME BY MY SIGNATURE BELOW AND MY INITIALS NEXT TO EACH PARAGRAPH ABOVE.

Signature: _____ Date: _____ Signature: _____ Date: _____
 Signature: _____ Date: _____ Signature: _____ Date: _____
 Signature: _____ Date: _____ Signature: _____ Date: _____

**MINOR WAIVER, RELEASE, AND INDEMNIFICATION OF RAUSCH CREEK TRAILRIDERS,
RAUSCH CREEK POWERSPORTS LLC AND RAUSCH CREEK LAND, L.P.**

MUST BE INITIALED AND SIGNED BY PARENT OR LEGAL GUARDIAN OF ANY MINOR ENTERING UPON THE PREMISES.

For and in consideration of my entry upon and use of the premises leased to Rausch Creek Trail Riders, (hereinafter identified as "RCTR") by Rausch Creek Land, L.P., (hereinafter identified as "RCL") and Rausch Creek Powersports, LLC (hereinafter identified as "RCP")) intending to be legally bond, as well as the entry upon and use of the Premises by the minor child/children identified below, do hereby covenant and agree as follows:

_____/_____. I/we certify that I/we are members of RCTR and that I/we are the parent(s)/legal guardian(s) of the minor child(ren) listed below (hereinafter identified as the "minor(s)") and acknowledge that the Premises consist in large part land that is mountainous in topography and that has been extensively logged over, strip mined, deep mined, and that the Premises contain many other hazards which may include but not be limited to other riders, roadways, highways, rail lines, streams, and abandoned strip mines and mine workings. I/we acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of ATV's, motorcycles, snowmobiles and other off-road vehicles on and about the Premises.

_____/_____. I/we acknowledge and fully understand that the minor(s) for whom I/we execute this document may engage only in off-road riding and related activities upon the Premises and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from the minor's own acts, omissions or negligence, but from the acts, omissions or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

_____/_____. I/we assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in minor's entry upon and use of the Premises and areas appurtenant thereto, and accept personal responsibility for the damages or injuries the minor(s) may sustain to his or her person or property while on the Premises, including permanent disability or death.

_____/_____. I/we hereby agree, for myself/ourselves and for my/our heirs, executors, administrators, representatives, successors and assigns, to release, waive, discharge, indemnify and hold harmless RCTR and RCL and its limited and general partners, agents, employees, volunteers, other riders, successors and assigns, from any and all claims, suits, demands, obligations, actions, rights of damages, including but not limited to claims for personal injury, permanent disability, death or property damage arising from or in any way related to the minor's entry upon and use of the Premises or areas appurtenant thereto.

_____ Print Child's Full Name	_____ Age	_____ Date of Birth	_____ Print Child's Full Name	_____ Age	_____ Date of Birth
_____ Print Child's Full Name	_____ Age	_____ Date of Birth	_____ Print Child's Full Name	_____ Age	_____ Date of Birth
_____ Print Child's Full Name	_____ Age	_____ Date of Birth	_____ Print Child's Full Name	_____ Age	_____ Date of Birth

I HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY AND INDICATE THE SAME BY MY SIGNATURE BELOW AND MY INITIALS NEXT TO EACH PARAGRAPH ABOVE.

Signature: _____ Date: _____ Signature: _____ Date: _____