

I HAVE READ ALL OF THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT BEFORE SIGNING.

Member's Signature: _____

Printed Name: _____

Phone: _____

Address: _____

City, State, Zip: _____

Date: _____

If Member is not the Vehicle's Owner:

Vehicle Owner's Signature(s): _____

Vehicle Owner's Printed Name(s): _____

Phone: _____

Address: _____

City, State, Zip: _____

Date: _____

MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNERS COUNCIL

ATV/UTV/GOLF CARTS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

IN CONSIDERATION OF BEING ALLOWED TO UTILIZE MASTHOPE MOUNTAIN COMMUNITY PROPERTY OWNERS COUNCIL'S COMMON FACILITIES FOR GOLF CARTS, ALL-TERRAIN VEHICLE ("ATV") AND/OR UTILITY-TERRAIN VEHICLE ("UTV") (COLLECTIVELY "VEHICLES") USE AND/OR RELATED ACTIVITIES (COLLECTIVELY "THE ACTIVITIES"), FOR MYSELF AND ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, AND FOR MY/OUR HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, I AGREE AS FOLLOWS:

1. ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS: I acknowledge that the Activities have inherent risks, hazards, and dangers that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE BUT ARE NOT LIMITED TO: (1) collisions and/or falling, causing broken bones severe injuries to the head, neck and back which may result in severe impairment or even death; (2) natural and/or man-made hazards including, but not limited to, changes in terrain, rocks, stumps, debris, fences, posts, trees, light poles, signs, buildings, roads and walkways; (3) exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature or weather conditions; (4) vehicle and equipment malfunction; (5) my own negligence and/or the negligence of others, including employees, agents, independent contractors and/or representatives of Masthope Mountain Community Property Owners Council; (5) cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration; (7) attacks by or encounter with insects, reptiles, and/or animals; (8) injuries received from mechanical and moving parts; and (9) accidents or illness occurring in remote places where there may be an absence of rapid medical attention/emergency response.

I further understand that the Activities may require good physical conditioning and a degree of skill and knowledge. I believe that I have good physical conditioning and the degree of skill and knowledge necessary for me to engage in the Activities safely. I understand that I have responsibilities. My participation in the Activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY ENGAGING IN THE ACTIVITIES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED WITH THE ACTIVITIES AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, DISABILITY, DEATH AND/OR PROPERTY DAMAGE.

2. RELEASE: I KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) against Masthope Mountain Community Property Owners Council, its directors, officers, agents, employees and volunteers, their insurers and each and every landowner, municipal and/or government agency upon whose property the Activities are conducted and their insurers, if any, (collectively "the Releasees"), which are related to, arise out of, or are in any way connected with the Activities including, but not limited to, NEGLIGENCE AND GROSS NEGLIGENCE of any kind or nature by ANY OF THE RELEASEES, OR ANY OTHER PERSON (INCLUDING MYSELF), whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, disability, and/or death to me, my minor children, other persons and/or any property.

3. INDEMNIFICATION: I will indemnify and hold harmless the Releasees for any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) for personal injuries, property damages, and/or any other damages to any and all third parties, including, but not limited to, my guests, my passengers, operators and passengers of other vehicles and minor children under my custody, care, and control, that are related to, arise out of, or are in any way connected with the Activities including, but not limited to, NEGLIGENCE AND GROSS NEGLIGENCE of any kind or nature by ANY OF THE RELEASEES, OR ANY OTHER PERSON (INCLUDING MYSELF).

4. COMPLIANCE WITH ALL RULES: I acknowledge that I have sole responsibility for the care and safety of my person, property, passengers and guests and that I, alone, am responsible for deciding whether to participate in the Activities including, but not limited to making determinations about my own competency, skill and ability to handle my vehicle and equipment and about weather and water conditions. I certify and agree that I and my guests are thoroughly familiar with and understand Masthope Mountain Community Property Owners Council's Rules and Regulations and that our conduct, vehicle(s) and equipment will fully comply with same.

5. ACKNOWLEDGMENT OF CONTENT: I have had sufficient time to review this Waiver, Release and Indemnification Agreement and to ask any questions associated with it. I have carefully read this Waiver, Release and Indemnification Agreement, know the contents thereof, and have signed it as my own free act. I further warrant that I am fully aware that I am waiving any right I may have to bring a legal action to assert a claim against the Releasees.

[SIGNATURES ON PRIOR PAGE]