

4WD FARM INC. RELEASE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In exchange for being permitted to enter into 4WD FARM Inc. (hereinafter "Farm") - for any purpose - including, but not limited to: (i) operating or riding in an off-road vehicle; (ii) participating in or observing - in any way*Farm events and/or competitions; (iii) officiating in Park events; or (iv) 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 Farm's rules and regulations, and I agree to comply with each of them while I am present on the Farm's premises.

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

I am familiar with the activities that occur at the Farm, and I am able both physically and mentally, and legally authorized, to participate in such activities. I understand that each of these activities presents risks known and unknown, including but not limited to risks to 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 known and unknown, including but not limited to damage to or destruction of my property, and with this knowledge, I expressly assume such risks.

Release: I hereby release and forever discharge 4WD FARM Inc. (doing business as 4WD FARM Inc.) and its investors, officers, employees, contractors, subcontractors, volunteers, agents, promoters, and sponsors (hereinafter, collectively, the "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 Farm or while present on the Farm*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 activities at the Farm or from my presence on the Farm*s premises. This indemnity also includes all attorney's fees and expenses incurred by the Releasees in defending suits against them arising from my participation in activities at the Farm or from my presence on the Farm*s premises, to the fullest extent permitted by law. I hereby agree that any and all claims arising out of my participation in activities contemplated in this agreement shall be litigated in any federal or state court within the State of New York, County of Oswego.

Use of Likeness: I hereby authorize 4WD FARM Inc. (doing business as 4WD FARM Inc.) and its assignees and licensees to use my likeness and that of my property in any manner, without remuneration. I expressly authorize the use of my likeness and that of my property by 4WD FARM Inc.. 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 entities. **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 New York, 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 the document shall continue to remain in full force and effect and shall continue to be binding.

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

Signature

Date

Printed Name

Phone Number

Address (City / State / Zip Code)

Email Address