

AGREEMENT

TURTLE RIDGE OFF ROAD PARK

Use Agreement, Release of Liability, Assumption of Risk

Use Agreement: The undersigned Participant as such term is defined in section 2. below agrees to enter upon Turtle Ridge Off Road Park, ("the Park"), to utilize the Facilities, and to engage in Off Road Activities as described below, at the ("Park"), at the rates listed below, and under the following terms and conditions:

1. Off Road Activities: Off Road Activities shall include, but are not limited to, operating an enclosed vehicle, an all-terrain vehicle, motor bike, or non-motor bike (collectively "ORV"), owning an ORV, participation in any manner whatsoever as a driver, rider, passenger of or in an ORV, spectator, bystander, and involvement in any way, shape, form, or manner, either directly or indirectly in the Park, events, or any activity of any nature whatsoever.

2. Authorized Users: Only the Participant, his or her spouse, other adults and children (collectively the Park Participant) are authorized to enter upon the premises, utilize the facilities, and engage in Off Road Activities of the Park.

3. Condition of the Park: Park Participant acknowledges that there are inherent risks in Off Road Activities as recited above, and that the Park is of a size, design, and condition acceptable to Park Participant, and is acceptable **AS IS**.

The Park makes no warranty, express or implied to Park Participant or anyone in Park Participant's party as to the absence of flaws or risks, fitness, design, or any other aspect of the Park, its facilities, or Off Road Activities, or other activities.

4. Use Restrictions, Safety Rules: Park Participant agrees to abide by the following use restrictions and safety rules, acknowledging such list is not inclusive.

- a) When operating an enclosed vehicle, an ATV, a motor bike or non-motor bike (collectively "ORV"), always utilize all applicable safety devices including safety belts, helmets and like safety equipment.
- b) Treat ORVs with respect at all times.
- c) Note and follow warnings posted at the Park
- d) Keep feet in or on ORV
- e) Negotiate curves and slopes with caution. Employ prudent safe speeds only.
- f) Don't attempt "stunts"
- g) No drinking of alcoholic beverages while engaged in Off Road Activities. No operating an ORV while intoxicated or under the influence of any substance which may impair use of an ORV.
- h) No ORV operations at night (dusk to dawn).

5. Park Participant Indemnification: Park Participant will indemnify and hold harmless from all liabilities, costs, and expenses, including attorney fees for claims by or against the Park, Bayside Management Corporation, and Bayside, Inc. (collectively "Bayside") arising out of Park Participant's use of the Park.

6. Exclusive Use: Participant acknowledges that the use of the Park contemplated by this Agreement is personal to the Participant, his or her spouse and children and children under his or her charge, and cannot be sold or transferred.

7. Payment: Park Participant is responsible for all charges in connection with this Agreement. Payment is due at the end of use of the Park, or upon Park request. Park Participant consents to the reservation of credit for estimated charges due, and authorizes the Park to process all amounts due hereunder on Park Participant's credit card. Park Participant agrees to pay for loss or damage to the Park which is directly or indirectly caused by Park Participant.

