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.

- **8. Photographs:** Park Participant authorizes the Park or its assignee to take photographs and videos of Park Participant and Park Participants, other adults, spouse and children and their ORVs and to use such images without compensation to Park Participant in promoting the Park or in such other manner as the Park deems appropriate. Park Participant expressly waives interest of every nature whatsoever he, she, or they may have in such images.
- 9. Release of Liability and Assumption of Risk: In consideration of entering upon and the use of the Park and in engaging in Off Road Activities as referred to above, the undersigned for myself, all those in the Park Participants Party and Park Participants heirs, assigns and legal representatives, release and forever discharge the Park and Bayside and all of their affiliated companies, agents, (including, but not limited to, all employees, officers, owners, vendors, and contractors, acting officially or otherwise), successors, and assigns from any and all claims, demands, actions or causes of action on account of injury or death to myself and all those in the Park Participants Party or damage to property which may occur from any cause (including, but not limited to, the negligence of the Park, Bayside, or any of their employees, officers, owners, or other agents, acting officially or otherwise) in connection directly or indirectly with the Park or Off Road Activities. The undersigned acknowledges that Park Participants Party has received instructions from a source other than the park, it's agents or employees regarding Off Road Activities, and on the safe operation of ORVs, and understands that there are inherent risks in Off Road Activities which may result in injury, death, or damage, that are impossible to foresee or eliminate, but should be known by a reasonable, safe and prudent participant of Off Road Activities. It is agreed that the use of the Park, including participation in any way of Off Road Activities is undertaken by Park Participant own risk, and the undersigned represents that I and those in the Park Participants Party are physically and mentally able to be in the Park, and participate in Off Road Activities.
- 10. Understanding Agreement: The undersigned acknowledges that he or she has read, understood and voluntarily signed this Agreement containing the foregoing indemnification, release of liability and assumption of risk for myself and for and on behalf of all those in Park Participants Party and expressly agrees such provisions are intended to be as broad and inclusive as permitted by the laws of the State of Michigan, and agrees that if any portion of this Agreement is held invalid, the balance shall continue in full legal force and effect. Park Participant also acknowledges that the Park and Bayside have relied upon the indemnification, release of liability and assumption of risk by Park Participant in making the Park and Off Road Activities available to Park Participant.
- **11. Entire Agreement, Jurisdiction:** This Agreement sets forth the entire Agreement between the parties. It may not be changed except by other written agreement signed by Park and Park Participant. This Agreement shall be governed by the Laws of the State of Michigan.

Signature of Participant:	Date	Telephone #	
Fees and Charges:			
ORV – Vehicle & Driver \$25.00/l ATV \$15.00 Non-Motorized Bike \$15.00 Motor Cycle \$15.00	Day \$40.00/2 days, Resort Gue	est \$25.00/2 days	
Signature of Participant:	Address, City,	State, Zip	
		Charge	
Type of Machine	x \$5	.00=	
Number of Passengers/ Drivers			
Method of Payment cc#		EXP Date:	
Signature of Card Holder		Cash \$	
Print Name	Email:		