

GREGORY LAKE R.V. PARK
430 Gregory Lake Road, Drakesboro, Kentucky

WAIVER OF RIGHT TO SUE AND WAIVER OF LIABILITY.

Date _____

This is a contract where in order for you to use our Recreational Park you are forfeiting your legal right to file a lawsuit for damages in case of injury, death or damage to property. This contract also includes rental and usage of any carts rented from Gregory Lake R.V. Park.

If you choose not to sign this Release and Waiver of Liability, you cannot be granted access to the Recreational Park. It is not economically feasible for us to offer this Park for recreational use and risk a lawsuit against us if you are injured or killed in off-road recreational activities. "Off-Road", "Four Wheeling" on trails or off paved surfaces in four wheel drive vehicles, ATV's or other open road conveyances, is inherently dangerous. Operating or riding as a passenger is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risk always present in such activity despite all safety precautions. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

I further understand that as in which I may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED AND UNCULTIVATED AREA, REGION, AS OF FOREST, and/or HILLS, and/or MOUNTAINS, and/or PLAINS, and/or WETLANDS, WHICH WOULD UNLIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE BUT NOT LIMITED TO, MAMMALS, REPTILES AND OF THIS CONTRACT, the undersigned agrees that Gregory Lake R.V. Park and campground owners Jeff and wife Brenda Gregory, all of their agents, servants and employees and any of the individuals of entities which provide any service in the park for the recreational use provided together with all their agents, subcontractors, employees and volunteers SHALL NOT BE LIABLE for death or injury, for loss due to theft or damage to property or by any other consequential or incidental damages caused in any manner whatsoever unless such liability is attributable to the gross negligence or intentional acts by Gregory Lake R.V. Park, owners Jeff Gregory and wife Brenda Gregory, their agents, servants and employees, in the conduct of off-road activities at the Recreational Park.

Furthermore, each of the undersigned DOES HEREBY WAIVE any and all claims or causes of action against Gregory Lake R.V. Park owners Jeff Gregory, and Wife Brenda Gregory, which he or she may have by reason thereof AND DOES HEREBY RELEASE AND HOLD HARMLESS Gregory Lake R.V. Park owners Jeff Gregory, and Wife Brenda Gregory, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION that he or she may have as a result of access to the Recreational Park. Each of the undersigned further agrees not to bring or to cause in be brought any suit or such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability of ordinary or gross negligence. The undersigned agrees that should emergency medical treatment be required, they and their own accident/medical insurance company shall pay ALL AND be solely be reliable for ALL such expenses.

Each of the undersigned further acknowledges that the execution of this release and waiver is continuing in nature, that it is his or her own voluntary act, that he or she does not intend to participate in use of the Recreational Park until or unless he or she has had full opportunity to his or her satisfaction to receive all information from Gregory Lake R.V. Park owners Jeff Gregory, and Wife Brenda Gregory, or agent or employees of Gregory Lake R.V. Park which might bear on his or her decision to participate in off-road activities, that he or she is under no duress or undue influence. Further, each of the undersigned intends that both he and she be legally bound hereby in the event of his or her death, this Release and Waiver shall be binding in his or her estate, heirs, beneficiaries or any other successor interest.

The undersigned hereby grant full permission to Gregory Lake R.V. Park and owners Jeff Gregory, and Wife Brenda Gregory, to use all photographs, video tapes, motion pictures, recordings or other records of their use of the Recreational Park and to do so without written notice or compensation to him or her.

This release and Waiver shall be construed under the laws of the Commonwealth of Kentucky.

THE SIGNATURE BELOW VERIFIES THAT EACH OF THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE FOREGOING and further, certifies that the information provided in this Contract is true and complete.

IN WITNESS WHEREOF, each of the persons desiring to use the Recreational Park has set forth his or her hand on the date herein being written. (For a participant being under the age eighteen (18) years of age, both parents, parent, or parent with legal custody, or the minor's legal guardian must sign this Contract and Release form and write the word minor, and the age of the minor, next to the minor's name.

ALL vehicles must be operated in accordance with Park rules or the operator thereof will be asked to leave immediately.

Participant Signature

Participant Signature

Minors Guardian Signature