

Exhibit A: WAIVER, RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE AGREEMENT:
_____, 200__

In exchange for being allowed on property of Broad River Pro Shop, Inc., d/b/a Broad River ATV and MX Park, including parking, river, tracks, woods, and trails (Property), for recreation including tubing, riding ATVs, motorcycles and other vehicles, camping, hiking, fishing, picnicking, nature study, archeological study, sightseeing, and spectating (Activities), I and any minors in my care and/or custody (Minors) and anyone who might sue on my behalf, (collectively, Releasors) (1) will indemnify, defend, and hold harmless Broad River Pro Shop, Inc., d/b/a Broad River ATV and MX Park, any landlord, landowners, promoters, sponsors, sanctioning entity, affiliated persons/entities, and all their respective officers, directors, employees, owners, agents and members, and all their respective heirs, estates, executors, administrators, successors, officers, stockholders, members, owners, employees, agents, representatives and assigns (Releasees), from and against any and all known or unknown, now or in the future, claims, damages, actions, causes of action, or suits, for death, personal injury, disability and/or property damage, fees (including attorneys' fees and litigation expenses incurred by Releasees) regarding any such claims, or expenses (including without limit medical expenses) on the part of any person relating to the use of or presence on the Property by Releasors (Claims) relating in any way to: (i) my/our actions or inactions, (ii) my/our breach or failure to abide by any part of this agreement; or (iii) any other harm caused by me/us; and (2) release and discharge Releasees from and against Claims, even if due to Releasees' negligence (except willful or wanton negligence or misconduct); Releasees shall not be liable for Claims. Releasors waive any right to sue Releasees for such.

We are physically fit, have sufficiently trained for such Activities, are experienced in safely engaging in Activities, have safe equipment, will use appropriate safety gear including helmets at all times while operating vehicles and have not been advised against such Activities by a health professional. We know: there are obvious and hidden risks and dangers on any property of this type and on this Property; weather, erosion, vegetation and vehicles constantly change the conditions and dangers on the property; sometimes other patrons may violate the strict safety rules of Releasees; some Activities may cause death, serious injury, and property loss; and Releasees may not have liability insurance. We expect wrong way riders, pedestrians and other hazards. We voluntarily assume all such risks. If we are on unfamiliar terrain we will go slower and more carefully than normal and inspect the terrain very carefully. If I believe an area is unsafe I will immediately advise Releasees.

I assume full responsibility for me and any Minors for the risk of injury, death, disability, or property damage. In exchange for being allowed on the Property, Releasors covenant not to sue or assist in the pursuit against Releasees regarding any Claims, regardless of who caused the Claims, including without limit fault or negligence of Releasees (except willful or wanton negligence or misconduct of Releasees). Releasors will pay our own and Releasees' attorneys fees and expenses relating in any way to Releasor's breach or failure to abide by any part of this agreement.

Releasees have been encouraged to make the Property available to the public for recreational purposes by receiving liability protection under the Georgia Recreational Property Act, Code Sections 51-3-20 and following. All protections of said Act apply to Releasors for the benefit and protection of Releasees.

My signature on this agreement is relied on by Releasees to allow me and any Minors to engage in Activities on the Property. This agreement is intended to be as broad as the law allows. If any part is invalid, the rest shall stand. This agreement shall be continuing and shall apply to the use of the Property by me and any Minors on this date and on any future date. Releasors assume the risks of the dangers of being on the Property, and rely wholly on our own judgment, not on any statements or representations of Releasees. This agreement reflects the entire understanding on this agreement, and no statements, promises or inducements not contained in this agreement shall be valid or binding. I can have a copy of this agreement on request. I have signed below under my hand and seal, this date, and am authorized to sign on behalf of any Minors. I am 18 or older, have read this agreement and fully understand it.

Name (Print & Sign Under Seal); City; Emergency #

Name (Print & Sign Under Seal); City; Emergency #

