

ASSUMPTION OF RISK;

WAIVER AND RELEASE OF RIGHTS AND CLAIMS

BEFORE SIGNING THIS ACKNOWLEDGEMENT OF RISK, WAIVER, AND RELEASE OF CLAIMS (THIS "AGREEMENT"), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU AND/OR YOUR MINOR/WARD, YOU AND/OR YOUR MINOR/WARD (BY SIGNING THIS AGREEMENT) WOULD BE GIVING UP LEGAL RIGHTS THAT YOU AND/OR MINOR/WARD MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT BUT SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO 7480 HWY 100 LLC," a Tennessee Limited Liability Company ("we", or "us" in this Agreement) AT THE FOLLOWING NUMBER: (815) 222-0911.

I recognize and acknowledge that as a recipient of the recreational activities provided by 7480 HWY 100 LLC, I and/or my minor/ward will periodically engage in strenuous physical activity and wellness equipment which entail the risk of serious and other injuries, including, but not limited to: broken bones, strains, sprains, bruises, concussions, heart attack, drowning, viral or other pathogen infection, and in some cases, permanent disability and even death. I also understand that severe social and economic loss might result not only from my own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used in connection with such activities. Nevertheless, I agree to assume the risk of injury, damage, or loss regardless of severity that I, my minor/ward, or other family member or kin may sustain as a result of the activities I engage in as the recreational services provided by 7480 HWY 100 LLC.

Accordingly, I agree to waive, relinquish, discharge, release, and covenant not to sue 7480 Hwy 100 LLC, or its parent, sister, affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I, my minor/ward, or other family member may have or that may accrue to me, my minor/ward, or other family members arising out of, connected with, or in any way associated with the personal services provided by 7480 HWY 100 LLC.

Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may seek redress due to the reckless conduct of others or due to the conduct of others, which is both intentional and wrongful.

I have considered that if this Agreement were not as broad as it is, the cost of the services provided to me and/or my minor/ward by 7480 HWY 100 LLC would be considerably higher and I do not wish to pay a considerably higher cost. By signing this Agreement, I waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later to be found incorrect, I nevertheless am bound by this Agreement.

In no event shall we be liable for any cause of action, claim, damage, demand, expense, fine, investigation, liability, or penalty in excess of the amounts that you paid to us in the preceding 12 months, whether one time or in the aggregate.

You agree to defend, hold harmless, and indemnify us for any of your negligent or reckless acts or omissions. You warrant and represent that you have no medical or other condition, which would prohibit you from participating in any of our programs and activities.

This Agreement constitutes the entire agreement between the Parties on the issues contained in this Agreement and supersedes all prior agreements and/or memoranda. This Agreement may only be modified in writing with the written consent of both Parties. This Agreement is intended to bind only the Parties hereto, and their successors, and may not be assigned by either Party without the express written consent of the other.

This Agreement shall be governed by the laws of the State of Tennessee. All Parties irrevocably consent that the venue and jurisdiction of any dispute shall lie in Hickman County, Tennessee. In the event that a court determines that any provision of this Agreement is invalid, all other provisions shall survive and the Agreement shall be interpreted to fulfill the intent of the Parties as shown in this Agreement.

I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations, statements, or inducements that change or modify anything written in this Agreement.