

## **NON-MEMBER LIABILITY WAIVER**

### **To be completed by all drivers or passengers age 16 and older**

**WAIVER, RELEASE AND INDEMNIFICATION OF RAUSCH CREEK OFF-ROAD PARK, LLC, RAUSCH CREEK LAND, LP, RCMS INVESTMENTS, LP, RAUSCH CREEK INDUSTRIAL PARK, LLC, RAUSCH CREEK DEVELOPMENT, LLC, RAUSCH CREEK COAL MINING, LLC, RAUSCH CREEK GAS, LP, and RAUSCH CREEK POWERSPORTS, LLC**

For and in consideration of my entry upon and use of the premises leased to Rausch Creek Off-Road Park, LLC (hereinafter "RC4X4"), by Rausch Creek Land, LP, and Rausch Creek Industrial Park, LLC; the premises so leased being hereinafter identified as the "Premises", intending to be legally bound, do hereby covenant and agree as follows:

**INITIALS:** \_\_\_\_\_ 1. I acknowledge that the Premises consist in large part of land that is mountainous in topography and that has been extensively logged over, strip mined, deep mined, and that the Premises contain many other hazards which may include but not be limited to roadways, highways, rail lines, streams, and abandoned strip mines and mine workings. I acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of 4x4 vehicles and other off-road vehicles on and about the Premises.

**INITIALS:** \_\_\_\_\_ 2. I acknowledge and fully understand that I may engage only in off-roading and related activities upon the Premises and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which may result not only from my own acts, omissions or negligence but from the acts, omissions and negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

**INITIALS:** \_\_\_\_\_ 3. I assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in my entry upon and use of the Premises and areas appurtenant thereto, and accept personal responsibility for the damages or injuries I may sustain to my person or property while upon the Premises, including permanent disability or death.

**INITIALS:** \_\_\_\_\_ 4. If my vehicle is damaged, becomes stuck, or is otherwise inoperable due to the off-roading and related activities upon the Premises, if I ask for assistance from RC4X4, I authorize RC4X4's employees to render or exercise whatever recovery techniques, procedures or assistance they deem necessary to try and recover my vehicle even if such recovery may further damage or destroy my vehicle. However, notwithstanding anything to the contrary herein, I understand and acknowledge that I am fully and solely responsible for the recovery of my vehicle and in paying for any and all costs associated with the towing or recovery of my vehicle.

**INITIALS:** \_\_\_\_\_ 5. I hereby agree, for myself and for my heirs, executors, administrators, representatives, successors, and assigns, to release, waive, discharge, indemnify and hold harmless Rausch Creek Off-Road Park, LLC, Rausch Creek Land, LP, RCMS Investments, LP, Rausch Creek Industrial Park, LLC, Rausch Creek Development, LLC, Rausch Creek Coal Mining, LLC, Rausch Creek Gas, LP, and Rausch Creek Powersports, LLC, and their officers, directors, limited and general partners, agents, employees, successors and assigns, from any and all claims, suits, demands, obligations, actions, cause of actions, rights or damages rights or damages, litigation expenses, attorneys fees, costs and expenses, including but not limited to, claims for personal injury, permanent disability, death or property damage arising from or in any way related to my entry upon and use of the Premises or areas appurtenant thereto. This waiver and release document and any rights, duties and obligations hereunder shall be governed by and interpreted solely in accordance with the laws of Pennsylvania and jurisdiction for any claims shall be exclusively in the courts of Schuylkill County, Pennsylvania.

#### **I HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY AND INDICATE THE SAME BY MY SIGNATURE BELOW AND BY MY INITIALS NEXT TO EACH PARAGRAPH ABOVE.**

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE AND AGREE TO ABIDE BY THE RULES AND REGULATIONS OF RC4X4. Participant grants RC4X4 permission to take video and photos of the undersigned Participant and such images may be used by RC4X4 for their website and in promotional materials.

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**DRIVER'S LICENSE NUMBER:** \* \* \* \* \_\_\_\_\_

**OFF ROAD VEHICLE INFORMATION** **Year/Make/Model** \_\_\_\_\_ **License Plate** \_\_\_\_\_

**TOW RIG VEHICLE INFORMATION** **Year/Make/Model** \_\_\_\_\_ **License Plate** \_\_\_\_\_

**EMERGENCY NOTIFICATION NAME and PHONE NUMBER** \_\_\_\_\_

**PLEASE STATE MEDICAL CONDITIONS AND/OR ALLERGIES:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**NAME (PRINT)** \_\_\_\_\_