

**PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT  
MUST BE SIGNED BY BOTH PARENTS, IF AVAILABLE, OR THE LEGAL GUARDIAN  
OF ANY MINOR ENTERING UPON THE PREMISES**

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, as well as the entry upon and use of the Premises by the minor child(ren) identified below, do hereby covenant and agree as follows:

\_\_\_\_\_ 1. I/We certify that I am/we are \_\_\_\_ (or are not \_\_\_\_ ) members of Rausch Creek Off-Road Park, LLC, and that I am/we are the parent(s)/legal guardian of:

\_\_\_\_\_ (print name), a minor child age \_\_\_\_\_, DOB \_\_\_\_\_,

\_\_\_\_\_ (print name), a minor child age \_\_\_\_\_, DOB \_\_\_\_\_,

\_\_\_\_\_ (print name), a minor child age \_\_\_\_\_, DOB \_\_\_\_\_

(hereinafter individually or collectively identified as the "minor") and 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/we acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of 4x4 vehicles, mini-buggies, and other off-road vehicles on or about the Premises.

\_\_\_\_\_ 2. I/we acknowledge and fully understand that the minor for whom I/we execute this document 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 might result not only from the minor=s own acts, omissions, or negligence but from the acts, omissions, or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

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

\_\_\_\_\_ 4. I/we hereby agree, for myself/ourselves and for my/our 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, causes of action, rights or damages, litigation expenses, attorney=s 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 the minor=s entry upon and use of the Premises or areas appurtenant thereto.

I/WE HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY INDICATE THE SAME BY MY/OUR SIGNATURES BELOW AND BY MY/OUR INITIALS NEXT TO EACH PARAGRAPH ABOVE.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name (print) \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name (print) \_\_\_\_\_