

Overland Enterprises, Inc.

**THIS IS A RELEASE OF LIABILITY - READ CAREFULLY
BEFORE SIGNING THIS DOCUMENT - IT IS A BINDING AGREEMENT**

Paragon Adventure Park® Waiver and Release of Liability

In consideration of **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., The Eight B's Club and Samuel L. Luceno, their owners, agents, officers, employees and other associates furnishing services, materials and/or equipment to enable me to participate in an off-pavement driver education, and allowing access to a 4x4 off-road park, guided trail ride, general admission to Paragon®, off-road related group/club activities, Motorcycle riding, or ATV/Quad riding, camping, hiking, biking, or any other activities, scheduled or unscheduled, I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for off-pavement driver education, off-road driving, general admission to Paragon®, off-road related group/club activities, camping, hiking, biking, or other activities, scheduled or unscheduled, of which I may partake as a part of, prior to, or after participation in the present event; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., The Eight B's Club and Samuel L. Luceno, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these activities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES**, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., PCA Corp., Butler Ent., The Eight B's Club and/or Samuel L. Luceno.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., The Eight B's Club and Samuel L. Luceno and their owners, agents, officers, employees and other associates from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in these activities which include, but are not limited to, the use of off-pavement or other types of vehicles, participation in driver education, trail rides, general admission to Paragon®, off-road related group/club activities, Motorcycle Riding, or ATV/Quad Riding, camping, hiking, biking, or any other activities, scheduled or unscheduled.

I specifically understand that I am waiving and forever releasing and discharging **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., The Eight B's Club and Samuel L. Luceno and their owners, agents, officers, or employees from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release is effective for all acts, negligent or otherwise, and conduct by **Overland Enterprises, Inc.**, Paragon®, Cournoyer, Red Ridge Lake Campground, NEUROC INC., The Eight B's Club and Samuel L. Luceno and their owners, agents, officers, or employees.

I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Schuylkill County, Pennsylvania and I waive Jurisdiction and Venue anywhere else.

**BY MY INITIALS HERON, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND
THE FORGOING WAIVER AND RELEASE OF LIABILITY** Initials _____

Overland Enterprises, Inc.
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WAIVER OF RIGHTS TO PHOTOGRAPHIC AND / OR ELECTRONIC IMAGES

Assignee understands that Overland Enterprises, Inc., Paragon® may take photographic or other electronic images of its events. Assignee hereby agrees that all photographs or other images obtained in any manner by Overland Enterprises, Inc. its agents, employees or associates are the property of Overland Enterprises, Inc. Overland Enterprises, Inc. reserves the right to use these images for any commercial or business purposes.

Assignee hereby waives all rights to said images and releases, remises and forever discharges, Overland Enterprises, Inc. its' agents, employees, officers, directors, shareholders and servants from any and all demands, actions, causes of actions, suits, damages, costs, and any other claims that may arise regarding said images or their use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **OVERLAND ENTERPRISES, INC.**, PARAGON®, COURNOYER, RED RIDGE LAKE CAMPGROUND, NEUROC INC., THE EIGHT B'S CLUB AND SAMUEL L. LUCENO FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW OF THE PROVINCE OR STATE IN WHICH SERVICES, MATERIALS AND/OR EQUIPMENT ARE PROVIDED, AND THE COURSE OF BUSINESS IS CONDUCTED, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LAWFULLY REGISTERED, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. ADDITIONALLY, I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITION THAT WILL PUT ME AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED.

X _____
PARTICIPANT'S SIGNATURE

DATE SIGNED

PLEASE PRINT NAME – MUST BE LEGIBLE

DATE OF BIRTH

ADDRESS CITY, STATE ZIP CODE

I HAVE RECEIVED a copy of Paragon's® Rules and Regulations and agree to abide by them: _____
Participant's Initials

DRIVERS LICENSE NUMBER (even passengers): _____ State _____

EMERGENCY CONTACT: Name _____ Phone (____) _____ - _____

PLEASE CHECK: [] Driver [] Passenger