

PREAMBLE:

I (referred to herein as "Passholder") desire to be permitted access to the land of HAMILTON'S NORTH COAST ADVENTURES LLC (hereinafter referred to as "HNCA") and to participate in recreational events and activities on the HNCA land. Now, therefore in consideration of being permitted to use the HNCA land and to participate in HNCA's recreational events, activities and opportunities, Passholder agrees, acknowledges, and contracts as follows:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:

I understand the use of HAMILTON'S NORTH COAST ADVENTURES LLC (hereafter referred to as "HNCA") land, equipment including, but not limited to trails, lodging, campgrounds and parking areas, both owned and non-owned, involves the danger of encountering both known and unknown hazards and inherent and non inherent risks to my health and safety including, but not limited to bodily injury, paralysis, disability, dismemberment, death, illness or disease, physical or mental damage to myself, to my property, or to spectators or other third-parties.

I hereby expressly assume all risks and dangers and all responsibility for any physical or mental injury or death or other losses and/or damages to person or property of any nature resulting from my use of the land and/or participation in recreational events and activities, including proximity to events or activities as to which I am an observer and not a participant, whether caused in whole or in part by the negligence or other conduct of HNCA, its owners, agents, officers, employees, or its Licensors and Lessors.

I acknowledge that recreational activities and events including but not limited to ATV and UTV riding, hunting, fishing, horseback riding, jeep riding, hiking, mountain biking, rock climbing, and target shooting have inherent risks, hazards, and dangers for anyone, that cannot be eliminated or itemized, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The risk of handling firearms and being near others that have firearms in their possession;
2. The risk of injury from ammunition and shot from other guns;
3. The risk of equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned;
4. The risk of my own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives, or representatives of HNCA, including but not limited to operator error;
5. The risk of activities in rugged, remote country, including encounters with wildlife, animals and insects;
6. The risks of inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury;
7. The risk of temperature extremes, cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration;
8. The risk of injury from riding or using an all terrain vehicle (ATV), utility terrain vehicle (UTV) or any vehicle used either off or on the paved road;
9. The risk of variations in terrain including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks, cliffs, caves, holes, and other obstacles

whether they are obvious or not obvious, man-made or natural; 10. The risk of injury from the use of tree stands and tree climbing; 11. The risk of the propensity of an animal to behave in ways that may result in injury, harm, or death to persons on or around them; 12. The unpredictability of an animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals; 13. The risk of collision with animals or objects; 14. The risk that a given participant, including myself, or other person, including an employee or agent of HNCA, will act in a negligent or reckless manner that may contribute to the injury to myself or others, such as failing to maintain control over the animal or not acting within his or her ability; 15. The risk from attack by or encounters with wildlife, animals, reptiles and insects; 16. Acts of God including but not limited to wind, rain, hail, snow, ice, lightning, tornadoes or tornadic activity, and the results of the aforementioned that may lead to unsafe conditions;

I understand the risks, hazards, and dangers as listed above and acknowledge that other unknown or unanticipated risks and dangers exist which may result in injury, illness or death. I understand that these recreational activities require good physical conditioning and a degree of skill and knowledge. I believe that I have the physical conditioning and the degree of skill and knowledge necessary for me to engage safely in the recreational activities of my choosing. I understand that I have responsibilities. My use of the land and participation in recreational activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE LAND, FACILITIES, AND/OR SERVICES OF HNCA BASED ON MY INDEPENDENT ASSESSMENT, AND NOT ANY REPRESENTATION OR PRESENTATION BY HNCA, OF THE INHERENT OR OTHER NON INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

INDEMNIFICATION AGREEMENT:

In addition to the above Acknowledgement and Assumption of Risk, I acknowledge, and agree to SAVE AND HOLD HARMLESS, INDEMNIFY, AND FOREVER DEFEND HNCA and its licensors, lessors, owners, agents, officers, employees, heirs and assigns, from and against any and all claims, liabilities, strict liabilities, punitive damages, actions or causes of actions, demands, expenses, liabilities (including reasonable attorney's fees) and NEGLIGENCE made or brought by the undersigned or by anyone on behalf of the undersigned, as a result of the undersigned's participation in any HNCA recreational events and activities and my use of the HNCA land. I will reimburse HNCA for all attorney fees and expenses incurred in defending any suit or claim made by me or on my behalf or to which I or my estate is a party. WAIVER AND RELEASE OF LIABILITY:

By SIGNING WITH MY ELECTRONIC SIGNATURE and / or CLICKING SIGN or signing below, I acknowledge agree and contract that I am aware of all dangers aforementioned, and even so, I do hereby, on behalf of myself, my personal representatives and my heirs, voluntarily forever RELEASE, WAIVE, and DISCHARGE HNCA and its licensors, lessors, owners, agents, officers, employees, heirs and assigns from any and all claims, liabilities, strict liabilities, punitive damages, actions or causes of actions or losses or damages for bodily injury, property, wrongful death, loss of

services or otherwise without limit which may arise out of my use of the HNCA land or my participation in any activities thereon or from any cause whatsoever. I specifically understand that I am releasing, discharging, and waiving any claims or actions WHEREVER IN THE WORLD, that I may have presently or in the future for the negligent acts or other conduct by HNCA and its licensors, lessors, owners, agents, officers, employees, heirs and assigns. This document shall be forever binding on my heirs, executors, administrators, and assigns.

I HEREBY CERTIFY, COVENANT AND WARRANT THAT:

I understand the HNCA Resort policy as follows:

Access to HNCA trails is limited to HNCA Resort Passholders staying at HNCA Resort designated facilities. The Purchase of a HNCA Resort Pass provides access to the HNCA land and trail system including shower house facilities ONLY while staying or parked at one of the designated HNCA Resort properties. Any HNCA Passholder found in violation of the policy will have access temporarily or permanently suspended or revoked.

I will not use any HNCA equipment, facilities or services if I do not have the ability to use such facilities, equipment or services safely without instruction and until I have requested and received sufficient instruction to permit safe usage.

I have no health condition that will put me or others at increased risk while participating in recreational activities.

I will follow all rules and safety standards applicable to recreational activities.

I will ride only on marked trails.

I am solely responsible for selecting the recreational activity that best suits my experience and ability.

I will not commit any act which shall interfere with the operation of HNCA, its sponsors or related companies.

I will not commit an act which will damage or harm HNCA, its operations or reputation.

I understand that HNCA reserves the exclusive right to temporarily or permanently suspend or revoke a Passholders access privileges for violation of any published or posted rule or regulation or for any reason whatsoever. The laws of the state of Tennessee shall govern this Agreement. Any provision or term of this agreement that is invalid, illegal or unenforceable in any respect shall be severed and ineffective to the extent of such invalidity, illegality, or unenforceability without in any way affecting the validity, legality and enforceability of the remaining provisions and terms of the Agreement.

WAIVER OF JURY TRIAL AS TO ANY ALLEGED CLAIMS ARISING SUBSEQUENT TO THE DATE OF THIS AGREEMENT:

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY FOR ANY ALLEGED CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING EITHER BEFORE OR SUBSEQUENT TO THE DATE OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. I AGREE THAT HNCA MAY FILE A COPY OF THIS SECTION OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF MY KNOWING, VOLUNTARY AND BARGAINED AGREEMENT TO IRREVOCABLY WAIVE MY RIGHT TO TRIAL BY JURY, AND THAT ANY DISPUTE OR CONTROVERSY WHATSOEVER BETWEEN MYSELF AND HNCA SHALL INSTEAD BE TRIED BY THE CIRCUIT COURT IN ONTONAGON COUNTY, MICHIGAN BY A JUDGE SITTING WITHOUT A JURY. I HEREBY ACKNOWLEDGE THAT THIS PROVISION MAY NOT BE ORALLY WAIVED AND CERTIFY THAT NO REPRESENTATIVE OR AGENT OF HNCA, INCLUDING HNCA'S LEGAL COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT HNCA WOULD NOT, IN THE EVENT OF SUCH DISPUTE OR CONTROVERSY, SEEK TO ENFORCE THE PROVISION OF THIS SECTION. I ACKNOWLEDGE THAT HNCA HAS, IN PART, BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT IN RELIANCE OF THE PROVISIONS OF THIS SECTION.

SIGNED:		DATE
PRINTED NAME:		DATE
WITNESS SIGNATURE:		DATE
PRINTED NAME:		DATE

HNCA Representative (Print) : _____

Performed Safety Briefing?	
Performed Guide's Safety Policy?	
Confirmed rules for drivers under 18?	
Confirmed rules for drivers?	
SIGNED:	DATE: