

**2010 ANNUAL COVENANT NOT TO SUE, RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**(Read carefully before signing. This document has significant legal consequences.  
You may wish to consult with an attorney before signing.)**

IN CONSIDERATION of being allowed on the real property of Gone Country Motor Sports, Inc. consisting of the parking areas, trails, camping areas, mud pits, tracks, and lakes (hereinafter referred to as the APark®) for the purpose of engaging in recreational activities consisting of riding ATVs, swamp buggies and other approved vehicles, camping, hiking, picnicking, sightseeing and spectating, (hereinafter referred to as AActivities®) the undersigned, his/her personal representatives, heirs, next of kin and spouse agree that:

1) **RELEASE OF LIABILITY.** I hereby remise, release, acquit, satisfy and forever discharge Gone Country Motor Sports, Inc., Kelly Family Holdings, LLC, Kelly Farms, Inc., their shareholders, officers, directors, agents, employees, independent contractors, consultants, affiliates, subsidiaries, successors and assigns, promoters, participants, rescue personnel, sponsors, advertisers, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions or instructions, or engage in risk evaluation or loss control activities and their directors, officers, agents, and employees (hereinafter collectively referred to as AReleasee®) from all, and all manner of action and actions, cause and causes of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which I ever had, now have or may have in the future, or which any personal representative, successor, heir or assign of mine hereafter can, shall or may have, for any reason or cause whatsoever, including but not limited to, any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence at the Park or my participation in Activities at the Park.

2) **COVENANT NOT TO SUE.** I hereby covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasee arising out of or in any way related to my physical presence at the Park or my participation in Activities at the Park.

3) **INDEMNITY AGREEMENT.** I hereby agree to indemnify, hold harmless, and defend Releasee from and against any and all claims, costs, expenses, or liability (including attorneys= fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with any Activities I may engage in at the Park.

4) **ASSUMPTION OF RISK.** I understand and comprehend the risk associated with my physical presence at the Park and the Activities engaged in by myself and others at the Park and hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of my physical presence at the Park, the Activities being engaged in at the Park by myself and all others, my participation in the Activities occurring at the Park whether caused by the negligence of the Releasee or otherwise.

5) **TERM.** This Covenant Not To Sue, Release of Liability, Assumption of Risk and Indemnity Agreement is in effect from the date of signing and continues until December 31, 2010 for all future Activities within the Park.

6) **INSPECTION AND ACCEPTANCE OF PREMISES.** The undersigned certifies and agrees that he/she will carefully examine the areas of the Park he/she intends to use prior to each use of the same, and that his/her participation in any Activities or the use of any facilities found in the Park will automatically indicate his/her acceptance of the conditions of the premises as being reasonable and safe for the purposes for which they are used, and the facilities and premises are accepted in an AAS IS® condition without any reservation, limitation or warranty.

7) **NO WARRANTIES.** The undersigned acknowledges that Releasee have made no warranty, express or implied, regarding the condition of the Park or the physical or mental condition, competency or skills of any other person using the Park or officiating any event held at the Park.

8) **SKILLS AND RULES.** The undersigned hereby certifies that he/she has examined the Park, is familiar with the conditions associated with the Park and that he/she is capable and skilled in the use of ATVs or other approved vehicles, if any, that he/she will operate in the Park. The undersigned acknowledges that he/she has read and is familiar with and also has agreed to obey and abide by the rules of the Park that are posted at the front gate in the sign up area, and any other rules, regulations and directions of Gone Country Motor Sports, Inc. or any Park officials and all state, local or national laws or governmental regulations regarding the Activities to be engaged in at the Park.

9) **WAIVER.** No officer, director, employee, agent, servant or other representative of Gone Country Motor Sports, Inc. is authorized to vary the terms and provisions of this document or to make any oral or written representation contrary to any provisions hereof or otherwise in connection with the subject matter hereof.

10) **PARTIAL INVALIDITY.** If any provision or any portion of any provision of this Agreement, or the application of any such provision or portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement or the application of such provision held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

11) **LEGAL TERMS.** The terms and provisions of this Agreement and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agree that the venue for any legal action filed in connection with this Agreement shall be in Charlotte County, Florida. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys= fees.

**I HAVE READ THIS 2010 ANNUAL COVENANT NOT TO SUE, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW.**

**ADULT INFORMATION:**

Print Attendee Name: \_\_\_\_\_

Attendee Age: \_\_\_\_\_

Attendee Signature: \_\_\_\_\_

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

Driver=s License No: \_\_\_\_\_