

RELEASE OF LIABILITY

ALL PARTICIPANTS MUST COMPLETE A RELEASE OF LIABILITY WAIVER

I acknowledge that by signing this release, I am releasing Doug & Tracey Palen, Palen Family Farms, Palen Farms, Inc., B.P. Farms, Inc., Blue Ridge Land Design LLC, its owners, employees and agents including all landowners, (collectively "releasees"), from all liability. I acknowledge that I desire to participate in activities ("activities") on certain real and personal property owned by releasees and that a condition of being allowed access to the property and to participate in any activities on the property requires that I execute this release agreement.

The activities that I would like to participate in might include but are not limited to; solo and group outdoor recreational activities and special events, hiking, biking, overnight camping, fishing, trail maintenance, trail building, running and biking races, camps, skills clinics, practices, outdoor education and interpretive programs, exploring the property, trails, landscapes, ponds, creeks, trees, agricultural farmlands during the day, night and in weather conditions that may include rain, sleet, snow, hail, wind, cold, dust, heat and lightening.

I acknowledge that the activities I am participating in are inherently dangerous and fully realize the dangers of participating and fully assume the risks associated with such participation including, by way of example, and not limitation, the following: the dangers of tripping, falling, crashing, drowning, collisions with pedestrians, vehicles, other participants fixed or moving objects, farm equipment and the dangers arising from outdoor recreation in and the hazards found in natural, developed and agricultural landscapes, equipment failure, inadequate safety equipment, the releasees' own ordinary negligence; and the possibility of serious physical and/or mental trauma, injury, including death can result.

I acknowledge this release is a contract with legal consequences and that I have been advised to read it carefully before signing. I hereby waive release, for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "successors") discharge, agree to hold harmless, and promise not to seek indemnity or contribution from and not to sue the releasees from any and all rights and claims including claims arising from the releasees' own ordinary negligence, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with or arising out of, my participation in any activities and travel to or from the property.

I agree that it is my sole responsibility to be familiar with the activities I engage in and to be aware of the potential risks of participation. I agree that it is my sole responsibility to wear the appropriate shoes, clothing and protective equipment including items such as helmets, gloves and body armor. I agree that it is my sole responsibility to be aware of my surroundings and other participants. I agree that it is my sole responsibility to be familiar with any special event rules and regulations, courses and routes. I agree that I will conduct myself at all times such that I will not endanger myself or others.

I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending such claim, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.

This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as a consent to any other provision herein or as a consent to any subsequent waiver or modification. Any legal proceeding arising out of the ride/race identified in this release of liability and entry blank or relating to this release shall be subject to the jurisdiction and venue of the state and county where the defending party resides.

Every term and provision of this release is intended to be severable. If any one or more of the terms of this release is found to be unenforceable or invalid, such finding shall not affect the other terms and provisions, which shall remain binding and enforceable.

This release shall be governed by and construed in accordance with the laws of the state of Kansas without regard to any conflict of law principles.

Signature and Endorsement

Name _____
(First and Last print clearly)

Family Child's Name <18 _____

Family Child's Name <18 _____

Signature _____

Family Child's Name <18 _____

Signature of legal guardian _____
(If participant is under 18 years of age)

Date _____