

2010 RELEASE FORM

• IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask.

Mohican Reservation, Inc. has done everything possible to assure that our guests receive a rewarding experience. We wish to inform our guests that Camping and Outdoor Recreation is not risk free. The same elements that contribute to the unique character and fun of Camping and Outdoor Recreation such as the physical exertion, personal decisions, natural hazards or even Mother Nature can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. These hazards include tree limbs, insects, vermin, and noxious plants such as poison ivy. We do not heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read & sign this document.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless Mohican Reservation, Inc. their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue Mohican Reservation, Inc. their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Mohican Reservation, Inc. or my family, myself, or my heirs, against Mohican Reservation, Inc. arising out of participation in this program. In short, I cannot sue Mohican Reservation, Inc. and if I do I cannot collect any money. I certify that my family, including minor children and myself, are fully capable of participating in Camping and Outdoor Recreation. I state that I have read the above statement regarding some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, guests, or visitors for bodily injury, death, loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of Mohican Reservation, Inc. I also understand that Mohican Reservation, Inc. reserves the right to refuse any person it judges to be incapable of meeting participation requirements of Camping and Outdoor Recreation. My family and I are in physical condition and able to undertake this activity.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be OHIO and governed by OHIO law. The terms of this agreement shall continue and be in effect after the trip has ended.

As liquidated damages, I hereby agree that if Mohican Reservation, Inc. is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Mohican Reservation, Inc. costs, attorney fees and the sum of \$20,000.00 if they successfully defend such action, lawsuit or litigation. Should any paragraph or part of this agreement be declared enforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect.

I, \_\_\_\_\_, of my own free will, for my family my minor children, my heirs, executors, guests, and myself, have read, understand and acknowledge the risks and liability for myself, family, and guests.

DATE: \_\_\_\_\_

SIGN NAME: \_\_\_\_\_ SITE NUMBER \_\_\_\_\_