

CHARRINGTON CREEK LIABILITY RELEASE

COVENANT NOT TO SUE ARBITRATION CLAUSE AND INDEMNITY AGREEMENT BY PARENTS OR GUARDIANS ON BEHALF OF MINOR AND THEMSELVES

I make this agreement on behalf of the minor(s), [full name(s)]

and on my own behalf _____ (full name), as well as any others listed in the section listing individuals covered by this Release, in consideration of receiving permission from CHARRINGTON CREEK, INC. for the individuals listed herein, to enter upon its property at Cherry Creek, New York, receipt of such permission being hereby acknowledged, I/we hereby release, indemnify and hold harmless, on behalf of the individuals listed herein, CHARRINGTON CREEK, INC. and its directors, officers, agents, employees, and all persons acting with them (hereinafter referred to as "Persons"), from any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, damage or injury which may be sustained and/or caused by the individuals listed here, while on or around the property of CHARRINGTON CREEK, INC.

On behalf of the individuals listed herein, I/we understand and assume the risk for all known and unknown dangerous objects, conditions, situations and all hazardous activity, including but not limited to swimming, hiking, hunting, the riding and operating of motorized vehicles utilized on the property including, but not limited to, snowmobiles, ATVs (all terrain vehicles), go-carts, motor bikes, trail bikes, motorcycles, trucks, and jeeps.

I/we also understand that any person operating motorized vehicles, especially snowmobiles and ATVs, agree to drive at a safe rate of speed at all times. Speeding and racing are prohibited. Anyone caught racing or speeding will immediately have their operational privileges revoked. On behalf of the individuals listed herein, I/we agree to wear a helmet(s) while operating any previously described "motorized vehicles" while on any property owned by CHARRINGTON CREEK, INC. I/we acknowledge that the operation and riding on or in the aforementioned vehicles is an inherently dangerous activity and I/we specifically assume the risk of such activity. Initial _____

I/we also understand that any damage to property (vehicles, structures, landscaping) are the full responsibility of the parent/guardian and reasonable compensation should be made to CHARRINGTON CREEK, INC. and Persons for any damages to property, reasonable compensation to be determined by the officers of CHARRINGTON CREEK, INC.

On behalf of the individuals listed herein, I/we also covenant and promise not to sue, on the minor's(s') behalf or on behalf of any individuals listed herein, or take any action whatsoever, arising out of or related to any loss, damage, or injury which may be sustained by the minor(s) or any other individuals listed herein while on or around the property of CHARRINGTON CREEK, INC.

I/we agree to abide by CHARRINGTON CREEK, INC.'s Arbitration Requirement in that any conflict or disagreement which would fall under the terms of the Release. The Arbitration Requirement directs that any issue that involves the terms of this Release or any incident arising out of or related to any loss, damage or injury which may be sustained and/or caused by the individuals listed here, while on or around the property of CHARRINGTON CREEK, INC. Shall be determined by an Arbitration Panel consisting of at least three arbitrators agreeable to the parties.

In the event of such suit or actions, I/we shall indemnify the above named entity (CHARRINGTON CREEK, INC.) and Persons and hold them harmless from any and all claims, liability, demands, damages, actions and causes of action. Such indemnity shall include the payment of all reasonable sums and expenses incurred by them, including but not limited to attorney fees and litigation costs.

This release, covenant and indemnity commitment shall insure to the benefit of and be binding upon heirs, distributees, executors, personal representatives and assignees of the minor(s), his/her parents/guardians and the persons and entities related to CHARRINGTON CREEK, INC. and Persons as stated above.

If any part of this document is deemed by a court to be invalid and/or void, the remaining provisions shall remain in full force and effect.

On behalf of the **minor**:

Date: _____

Name: (printed): _____

Signature: _____

On my **behalf**:

Date: _____

Name:(printed): _____

Signature: _____