Russell Forest Trail Association, Inc.

USE AGREEMENT AND LIABILITY RELEASE FORM

PLEASE READ CAREFULLY BEFORE SIGNING
INJURY MAY RESULT FROM YOUR USE OF RUSSELL FOREST TRAIL SYSTEM.
RUSSELL FOREST TRAIL ASSOCIATION, INC. DOES NOT GUARANTEE YOUR SAFETY.

A. **REGISTRATION OF MEMBERS** - In consideration of the payment of the required membership fee and the signing of this agreement, I, the Russell Forest Trail Association, Inc. ("RFTA") member, or the parent or legal guardian thereof if a minor, do hereby agree to the RFTA Rules and Regulations governing my use of the Russell Forest Preservation Organization, Inc. ("RFPO") trail system (the"Trails").

INITIAL BELOW AFTER READING EACH SECTION. PARENT OR GUARDIAN MUST ALSO INITIAL

B. ____/____ **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** -This agreement shall be legally binding upon me, the registered member, and the parent or legal guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the State of Alabama. Any dispute hereunder shall be litigated in and venue shall be Tallapoosa County, Alabama. If any clause, phrase or word is in conflict with Alabama law, then that part shall be disregarded and the remainder of the agreement shall remain effective. The terms **"I", "ME" or "MY"** shall refer to the registered member or the parent or legal guardian thereof if a minor.

C. ____/____ **ACTIVITY RISK CLASSIFICATION** - I UNDERSTAND AND AGREE THAT: I will participate in a **"WILDERNESS EXPERIENCE"** defined as, "The pursuit of adventure activities in a wild, rugged and uncultivated region such as forests, hills and wetlands that are likely to be inhabited by wild animals that are unpredictable and wandering at will." I understand that operation of a golf cart or mountain bike requires a high level of experience, coordination, skill and judgment and that neither I, nor any minor for whom I am responsible, will operate a golf cart on the Trails without the necessary degree of skill. I understand and agree that walking or hiking on the Trails requires physical fitness and, by signing this agreement, represent that I, or any minor for whom I am responsible, possess the necessary physical fitness to use the Trails.

D. ____/____ **USER RESPONSIBILITY -** I UNDERSTAND AND AGREE THAT: I, or any minor for whom I am responsible, will be responsible for the safe use of the Trails and that I may encounter situations that require me to exercise judgment, skill or quick thinking and that I will be solely responsible for the proper exercise of that judgment, skill or quick thinking.

E. ____/____ **CONDITIONS OF NATURE** - I UNDERSTAND AND AGREE THAT: Neither the RFTA nor the RFPO will be responsible for total or partial acts, occurrences, or elements of nature. Some examples are: thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, all of which may walk, run, or fly near, or bite or sting a user of the trail system; irregular looking or wild land which is subject to constant changes in condition according to weather, temperature, and natural and man-made changes in landscape.

F. ____/____ **EQUESTRIAN USE OF TRAILSYSTEM AND SHARP NOISES -** I UNDERSTAND AND AGREE THAT: Horses on the Trails may become frightened by loose items which may fall, blow away, flap in the wind, bounce, or make sharp noises. Some examples are: hats not securely fastened under chin, toys and purses. Members must not make sharp, loud noises, such as screaming or yelling, that may scare a horse. When encountering a horse on the Trails, I understand and agree that horses have the right of way and that I will yield right of way to horses.

G. ____/____ **ACCIDENT/MEDICAL INSURANCE -** I AGREE THAT: Should emergency medical treatment be required, I will be responsible for ALL incurred expenses for treatment.

H. ____/____ **LIABILITY RELEASE -** In consideration of the RFTA and the RFPO allowing my participation in this activity under the terms set forth herein, I do agree to hold harmless and release the RFTA and the RFPO, their directors, agents, employees, officers, insurers, and affiliated organizations from legal liability due to the RFTA's or RFPO's negligence and I do further agree that I shall bring no claims, demands, actions and causes of action, and/or litigation against the RFTA or the RFPO, their directors, agents, employees, officers, insurers, and affiliated organizations for any losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to my use, or the use by any minor for whom I am responsible, of the Trails. I further agree to hold harmless and release Russell Lands, Inc., its owners, agents, employees, officers, members, managers, premises owners, parent and related companies, insurers, and affiliated organizations from legal liability due to its or the RFTA's or RFPO's negligence and I do further agree that I shall bring no claims, demands, actions and causes of action, and/or litigation against Russell Lands, Inc., its owners, agents, employees, officers, members, managers, premises owners, parent and related companies, insurers, and affiliated organizations for any losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to my use, or the use by any minor for whom I am responsible, of the Trails. I intend for this release to be construed as broadly as possible under Alabama law.

All Users and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OFAWARENESS
I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.
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_____ DATE _____
SIGNATURE OF USER PRINT NAME

_____ for _____ DATE _____
SIGNATURE OF PARENT OR GUARDIAN NAME OF MINOR USER (Please Print)

Address in full: _____ Phone # _____

Email Address:_____