

FOUR SEASONS RESORT, INC.
ATV'S - RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK INDEMNITY AGREEMENT

I acknowledge and understand that I am entering into the Release only because I desire to take ATV's, Golf Carts, Motorbikes, Horses, Side by Sides or Radio Control Cars onto the premises operated as Four Seasons Resort Inc. As a guest of Four Seasons Resort Inc. and at my free will I may choose to use all facilities and amenities including but not limited to outdoor pool, fishing pond, ball field, horseshoe pit, playground equipment, and fitness room. Signing this Release is in no way a precondition to my entering into a yearly or seasonal contract for a campsite, and that I could choose to negotiate such a yearly or seasonal contract wherein I would not bring onto said premises an ATV, golf cart, motorbikes, horses, side by sides, radio control cars or weapons of any kind including hunting season. In consideration of being permitted to bring and ride an ATV, golf cart, motorbike, side by side, horse or radio control car onto the premises operated as Four Seasons Resort, Inc. I do hereby knowingly and intelligently, and with the intention of being legally bound hereby, for myself, my heirs, executors, administrator and next of kin, agree to the following conditions:

1. I AGREE AND CERTIFY that all times during the permit period I will obey and comply with all laws, rules, regulations and ordinances of all federal, state and local government and agencies concerning the ownership and use of ATV's, golf carts, motorbikes, side by sides, horses and radio control cars including all rules and regulations established by Four Seasons Resort Inc.
2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Interstate Building and Construction, Inc., and/or Steven Lee Presto, Sr. or Linda Presto, Randy Bail or Agnes Joy Bail individually, jointly or otherwise and Four Seasons Resort, Inc. and their heirs, administrators, executors, successors, servants, employees and agents (all of whom shall be referred to as "Releasees") FROM ALL LIABILITY TO THE undersigned, his personal representatives, assigns heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE USE OF ATV'S, GOLF CARTS, MOTORBIKES, HORSES, SIDE BY SIDES OR RADIO CONTROL CARS. Including but not limited to the use of all facilities, amenities, outdoor pool, fishing pond, ball field, horseshoe pit, playground equipment, fitness equipment, along with no hunting or target shooting. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE arising out of or related to the use of ATV's, golf carts, motorbikes, horses, side by sides or radio control cars. Including but not limited to the use of all facilities, amenities, outdoor pool, fishing pond, ball field, horseshoe pit, playground equipment, fitness equipment, along with no hunting or target shooting while on Four Seasons Resort Inc., and Interstate Building & Construction Company property.
4. WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the use of ATV's, golf carts, motorbikes, horses, side by sides or radio control cars. Including but not limited to the use of all facilities, amenities, outdoor pool, fishing pond, ball field, horseshoe pit, playground equipment, fitness equipment, along with no hunting or target shooting. whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE.

6. I HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Releasees. This INCLUDES NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I HEREBY acknowledge that the use of ATV's, golf carts, motorbikes, horses, side by sides and radio control cars may involve risk of serious injury and/or death and/or property damage. I, THE UNDERSIGNED, also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

8. I HEREBY ASSUME FULL RESPONSIBILITY for myself, for my guest, for my minor children or any other person or persons under my guardianship. FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE TO SELF OR TO OTHERS arising out of or related to my use of ATV's, golf carts, motorbikes, horses, side by sides or radio control cars. Including but not limited to the use of all facilities, amenities, outdoor pool, fishing pond, ball field, horseshoe pit, playground equipment, fitness equipment, along with no hunting or target shooting, while on Four Seasons Resort Inc., and Interstate Building & Construction Company property.

9. I HEREBY ACKNOWLEDGE AND AGREE that no representation, warranty, guarantee, or any other representation has been made by Four Seasons Resort Inc. and/or its employees, officers or agents as to the condition and/or safety condition of the premises and/or trails, pathways, cart ways, or the like, that I/we have inspected the same and my/our use thereof is at my/ own risk.

10. I HEREBY CERTIFY that I have read the instruction manual for my machine and all of the appropriate labels on the machine. I am experienced in and familiar with the operation of ATV's, golf carts, motorbikes, horse, side by sides or radio control cars and fully understand risks and dangers inherent in these events. I am voluntarily participating in the event and I expressly agree to assume the entire risk of any accidents or personal injury, including death, which I might suffer as a result of my participation in the event, or as a spectator of the event.

11. I FURTHER AGREE that I will not ingest alcoholic beverages or any drug prior to participation in any activity, event or as a spectator to the activity or event. If I am found to be in violation of any riding procedures or resort rules, I understand that I may be disqualified from the activity or event and asked to leave the property.

12. BY SIGNING THIS RELEASE, I certify that I have read this Release and fully understand it and that I am relying on any statements or representations of any one released thereby.

13. I HEREBY ACKNOWLEDGE AND AGREE That no representatives, warranty, guarantee, or any other representation has been made by Four Seasons Resort, Inc.

