

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF voluntarily using the facilities of Old Kia Kima with full knowledge, understanding and appreciation of the nature of the facilities and

IN CONSIDERATION OF my desire to utilize said facilities and being given the right to utilize same.

I HEREBY for myself, my heirs, executors, administrators, assigns, or personal representatives(hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my utilizing the facilities; and

I HEREBY acknowledge that Old Kia Kima Preservation Association provides no supervision of the activities I may participate in while using the facilities and sole responsibility for supervision and compliance with OKKPA Rules and Regulations resides solely with the organization to which I am a member.

I HEREBY release and forever discharge Old Kia Kima Preservation Association located at 26 Kolo Drive, Cherokee Village, Arkansas, 72529, their affiliates, managers, members, agents' attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any damages, personal or property, that I may suffer as result of my utilization of Old Kia Kima.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED AND I AM PARTICIPATING ENTIRELY AT MY OWN RISK. I AM FULLY AWARE OF THE RISK ASSOCIATED WITH THE UTILIZATION OF THE FACILITIES OF OLD KIA KIMA AND I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THE USING OF THE OLD KIA KIMA FACILITIES.

I FUTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related cost.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, that the organization to which I belong assumes all responsibility for such care or treatment. **OLD KIA KIMA DOES NOT PROVIDE ANY MEDICAL CARE WHATSOEVER.**

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE OLD KIA KIMA PRESERVATION ASSOCIATION AND ALL OF ITS AFFILATES, MANAGERS MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY

GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST OLD KIA KIMA PRESERVATION ASSOCIATION FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Old Kia Kima Preservation Association, its agents, and employees.

The parties acknowledge that this agreement is reasonable, valid, and enforceable. However, if any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, it is the Parties' intent that such provision be changed in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

_____ Date: _____

User Printed Name

User Signature: _____

FOR MINORS ONLY (Under 18 Years of Age)

THE UNDERSIGNED is the parent or legal guardian of the minor whose name is set forth below ("**Minor**"). On Minor's behalf, the undersigned hereby acknowledges the terms of this Release and agrees to be bound by the terms of the Release as applicable to Minor.

Printed Full Name of Minor: _____

Signature of Parent or Guardian: _____

Printed Name of Parent or Guardian: _____

Date: _____