

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION of the risk of injury that exists while hosting or participation in Activities being held at Trailhead Bike and Bed, LLC (hereinafter the "Activities"); and

IN CONSIDERATION of my desire to host or participate in said Activities and being given the right to host or participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter "I" or "me"), or my parents or guardians if under 21 years of age, knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, causes of action, or other means of recovery of any kind out of my hosting or participation in the Activities; and

I HEREBY release and forever discharge TRAILHEAD BIKE AND BED, LLC, located at 576 Church Street, Houston, Mississippi 38851, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (hereinafter "Releasees"), from any and all physical or psychological injury that I may suffer as a direct result of my hosting or participation in the aforementioned Activity.

I AM HEREBY VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITIES AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATION IN THESE ACTIVITIES, WHICH MAY INCLUDE, BUT NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC LOSS OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITIES, OR FROM CONDITIONS AT THE ACTIVITIES' LOCATION AND UNKNOWN TO ME, OR MY PARTICIPATION IN THESE ACTIVITIES.

I FURTHER 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 related costs. This extends also to indemnify and defend Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by any participants in the Activities if I was the host.

I FURTHER acknowledge that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entities conducting a specific event or activity on behalf of Releasees. In the event that I or any participant in the Activities I am hosting should require medical care or treatment, I authorize Trailhead Bike and Bed, LLC to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all cost involved and agree to be financially responsible for any costs

incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance or coverage to protect myself and Releasees when hosting Activities.

I FURTHER acknowledge that these activities may involve a test of a person's physical or mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate or as host allow others to participate in Activities unless I am or they are medically able and properly trained, and I agree to abide by the decisions of Trailhead Bike and Bed, LLC officials or agent, regarding my approval to participate in the Activities.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND CONSIDERED THIS "WAIVER AND RELEASE: AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE TRAILHEAD BIKE AND BED, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCESSORS 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 LEGAL ACTION AGAINST TRAILHEAD BIKE AND BED, LLC FOR PERSONAL PHYSICAL OR EMOTIONAL INJURY OR FOR PROPERTY DAMAGE.

To the extent that the statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of Trailhead Bike and Bed, LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Mississippi law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's, my agent's, or as host any person's I allow to participate in the Activities willful actions, negligence or recklessness, I acknowledge and agree to be held liable for any and all cost associated with such action of willful, negligence, or recklessness.

THIS WAIVER AND RELEASE SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN AND/OR HOSTING OF THE ACTIVITIES, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between tow parties of equal bargaining strength. Both Participant, _____ and Trailhead Bike and Bed, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provisions contained within this Release of Liability shall be deemed to be severable or invalid, or if any term condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall

remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, by that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

EMERGENCY CONTACT RELATION CONTACT TELEPHONE

I understand that if I am the host, I am completely responsible for acquiring the emergency contact information of any and all participants and shall share said information with Trailhead Bike and Bed, LLC in case of their need. As well, I understand that I am solely responsible for acquiring parental/guardian permission for any participants of the event am hosting that are under the age of 21 or will not allow them to participate.

I, THE UNDERSIGNED PARTICIPANT OR HOST, AFFIRM THAT I AM OF THE AGE OF 21 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant Printed Name: _____

Participant Address: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER FOR MINORS

IN THE EVENT that the participant is under the age of consent (21 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent of guardian of _____, named above, and do hereby give my consent without reservation to the foregoing activities on behalf of this individual.

Parent/Guardian Printed Name: _____

Relation to Minor: _____

Address: _____

Signature: _____

Date: _____