

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as a dune buggy ride organized by Panama Dunes, LLC of 12500 Front Beach Road, Panama City Beach, FL 32407. **Inherent hazards and risks include but are not limited to:** **1.** Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death. **2.** Possible equipment failure and/or malfunction of my own or others equipment. **3.** This activity takes place outdoors and therefore includes risks associated with exposure to elements, and excessive heat. **4.** My own negligence and/or the negligence of others including but not limited to operator error and guide decision making including misjudging terrain, weather and route location. **5.** Attack by or encounter with insects, reptiles, and/or animals. **6.** Fatigue, chill, and/or dizziness, which may diminish my/our recreation time and increase the risk of accident. I acknowledge and understand that driving or riding a dune buggy can be a dangerous activity that requires various degrees of skill and experience for individual drivers and riders. I acknowledge that my participation in driving or riding a dune buggy entails known and unanticipated risks, which could result in physical injury, paralysis, death, or damage to myself, to property, or to third parties. **I hereby assume any and all such risks, including the potential for:** broken bones, sprains, concussions, lacerations, fractures or even more severe life threatening hazards. I am aware of the risks, hazards, and dangers of personal injury, death and disability inherent with the specific use of a dune buggy. I am also aware that these risks increase with inexperience of myself or any other driver.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result. I further agree to the following:

1. I agree to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Panama Dunes or the employees, representatives or agents of Panama Dunes.
2. I recognize the inherent risks associated with the above activity and I assume full responsibility for personal injury to myself and further release, waive, discharge, hold harmless, defend and indemnify Panama Dunes and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage or wrongful death which may arise out of my use of the dune buggy. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may

have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Panama Dunes.

3. Should Panama Dunes or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
4. I do further agree to use the dune buggy in a careful and prudent manner. I agree to reimburse Panama Dunes in cash for the full amount of the dune buggy or other property if destroyed due to my negligence, or if damaged, to pay the cost of repair and new parts.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am not under the influence of drugs or alcohol, that I am not pregnant, I have no heart condition, back, or neck injuries or any other physical or mental conditions which could interfere with my safety or the safety of others in this dune buggy activity, or else I am willing to assume, and bear the costs of all risks that may be created, directly or indirectly by an such conditions.

I have read this entire document, and I understand its terms. By signing this waiver I agree it is my intention to exempt and relieve Panama Dunes from liability for personal injury, property damage or wrongful death caused by negligence or any other cause and that I have signed this document knowingly and voluntarily.

Signature	Age (if under 17)	Drivers License #	Todays Date
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Passenger:

Signature	Age (if under 17)	Today's Date
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Parent signature required if under the age of 17:
