

**Greenbrier Hotel Corporation d/b/a The Greenbrier® (“The Greenbrier®”)
Release and Indemnification**

In consideration of The Greenbrier’s assistance in facilitating my participation in an event provided by an outside and independent contractor, Mark A. Smith Off-Road, Inc. d/b/a Jeep Jamboree USA (“Jeep Jamboree”), I, as an event participant and/or guest of The Greenbrier®, hereby knowingly and voluntarily agree to release, waive, discharge, indemnify, defend and hold harmless The Greenbrier®, its affiliates, directors, officers, owners, shareholders, employees and agents (collectively, “Indemnified Parties”), from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including recovery of attorneys' fees) directly or indirectly arising out of, resulting from, or related to any negligent or unlawful act or omission, or intentional or reckless misconduct or gross negligence, of any employee, agent, guest, or invitee of Jeep Jamboree, including, but not limited to, my participation in an off-road activity provided by Jeep Jamboree (including whether I use my own vehicle or those furnished by The Greenbrier® and/or its Indemnified Parties), and any claims for personal injuries (including, but not limited to, bodily injury, strains, fractures, partial and/or total paralysis, or other ailments that could cause serious disability), death or damages of any sort, and any negligent or unlawful act of omission, or intentional or reckless misconduct or gross negligence, of any customers or other participants in any activities offered and/or provided by Jeep Jamboree. The indemnity obligations under this provision shall apply to all matters except those arising solely and directly from the negligent or willful acts or omissions of any person or entity claiming such right to indemnity under this provision and shall survive the expiration of the Agreement.

I acknowledge that all forms of Off-Road activities, such as driving vehicles on or off resort work roads and trails are dangerous and contain hazards and risk that can result in injury, property damage, and death. Risks include, but are not limited to, collisions or mishaps related to changing weather, visibility and surface conditions, variations in terrain, surface or subsurface water, potholes, rocks, trees, stumps and other forms of forest growth or debris, lift components (all of the foregoing whether above or below the surface of the ground), pole lines, fence posts, and ropes.

I certify that any vehicle(s) I bring to participate in an event provided by Jeep Jamboree is/are lawfully registered, inspected, and insured, and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any way. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any events, scheduled or unscheduled. Furthermore, I agree that I will not bring, consume, or distribute alcohol or any illegal drugs on Greenbrier® property for my own personal consumption as well as consumption of others. Additionally, I agree that I will not furnish alcohol or illegal drugs to minors for consumption on Greenbrier® property or promote the consumption of alcohol or illegal drugs by minors on Greenbrier® property.

I agree that, should any claim or action arise from my participation in an event provided by Jeep Jamboree, including any issues as to the applicability of this release or any provision contained within it, proper jurisdiction and venue will lie only in Greenbrier County, West Virginia, and I waive jurisdiction and venue anywhere else.

I have read carefully, and understand and accept fully, the above **Release and Indemnification**. I fully understand its terms and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement. My signature below serves as a certification, waiver, release, indemnification and assumption of risk.

Guest/Participant Name (Please Print)

Date

Guest/Participant Signature

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE OF 18 AT TIME OF REGISTRATION)**

I am the parent or guardian of a minor child participating in above-referenced activity. I have legal power of attorney or otherwise possess the authority to waive legal rights on behalf of the participating minor child. I, as an event participant and/or guest of The Greenbrier®, hereby knowingly and voluntarily agree to release, waive, discharge, indemnify, defend and hold harmless The Greenbrier®, its affiliates, directors, officers, owners, shareholders, employees and agents (collectively, “Indemnified Parties”), from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including recovery of attorneys' fees) directly or indirectly arising out of, resulting from, or related to any negligent or unlawful act or omission, or intentional or reckless misconduct or gross negligence, of any employee, agent, guest, or invitee of Jeep Jamboree, including, but not limited to, my participation in an off-road activity provided by Jeep Jamboree (including whether I use my own vehicle or those furnished by The Greenbrier® and/or its Indemnified Parties), and any claims for personal injuries (including, but not limited to, bodily injury, strains, fractures, partial and/or total paralysis, or other ailments that could cause serious disability), death or damages of any sort, and any negligent or unlawful act of omission, or intentional or reckless misconduct or gross negligence, of any customers or other participants in any activities offered and/or provided by Jeep Jamboree. The indemnity obligations under this provision shall apply to all matters except those arising solely and directly from the negligent or willful acts or omissions of any person or entity claiming such right to indemnity under this provision and shall survive the expiration of the Agreement.

I agree that, should any claim or action arise from my participation in an event provided by Jeep Jamboree, including any issues as to the applicability of this release or any provision contained within it, proper jurisdiction and venue will lie only in Greenbrier County, West Virginia, and I waive jurisdiction and venue anywhere else.

I have read carefully, and understand and accept fully, the above **Release and Indemnification**. I fully understand its terms and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement. My signature below serves as a certification, waiver, release, indemnification and assumption of risk on behalf of the minor participant.

Minor Participant Name (Please Print)

Minor Participant Age

Parent/Guardian Signature

Date