

Release and Waiver of Liability and Indemnity Agreement for McClain Resort

Read carefully and complete all sections in consideration of being permitted to enter upon and participate in this Drive Thru Safari, Petting Zoo, and/or other activities on McClain Lodge property owned and operated by McClain Lodge, LLC (Herein after "McClain Resort"). The undersigned, and any personal representatives, heirs and next of kin hereby release McClain Resort, its' owners, officers, employees, directors, promotions, sponsors, representatives, and staff of this event of all liability to the undersigned. Whether caused by the negligent act or omission of McClain Resort or otherwise while undersigned is for any purpose participating in the McClain Resort.

It is fully understood by each of the undersigned that there is some inherent risk associated with this Drive Thru Safari, Petting Zoo, and/or other activities on McClain Lodge property, including damage to vehicles and bodily injury. In addition, the undersigned under the terms set forth herein, for themselves and on and on behalf of my children and/or legal ward, heirs, administrators, personal representatives or assigns, agrees to indemnify and hold harmless McClain Resort from any loss, liability, damage, or cost, they incur due to such participation by the undersigned, whether caused by McClain Resort's negligence or otherwise and agrees to assure full responsibility and risk for any bodily injury, death, or property damage from McClain Resort's negligence or otherwise while the undersigned is participating in this event.

In the McClain Resort Liability Release, each of the undersigned hereby acknowledges under the terms set forth herein, for themselves and on behalf of my children and/or legal ward, heirs, administrators, personal representatives or assigns, and represent the following:

1. That he/she has read the foregoing release and waiver of liability, indemnity agreement, and McClain Resort rules for any Resort function, activity and/or Safari.
2. That the owner/driver has a valid driver's license if entering the Safari Park.
3. That the owner/driver certifies that he/she has inspected this vehicle and the vehicle is in good mechanical condition if entering the Safari Park.
4. That the owner/driver has informed himself/herself about the safari and trail involved in the Drive Thru Safari, either by prior participation or by investigation into the Safari and trail.
5. He/she represents that he/she does not have any physical or other conditions or disability that would increase a hazard to him/her or other participants or employees of the McClain Resort.
6. THAT HE/SHE HAS READ ALL POSTED **RULES AND REGULATIONS** RELATED TO THIS SAFARI AND TRAIL AND AGREES TO ABIDE BY THEM FULLY, IN ADDITION BUT NOT LIMITED TO ALL RULES ACROSS MCCLAIN RESORT. THESE RULES INCLUDE BUT ARE NOT LIMITED TO:

DRIVE THRU SAFARI RULES

- A. **All participants must stay in their vehicles at all times.** The speed limit is 5 mph. If you need assistance, remain in your vehicle and honk. Or, please call McClain Safari at 601-829-1101.
- B. Feed ONLY the food purchased from McClain Safari. Other food will harm the animals.
- C. **PETS ARE NOT ALLOWED IN VEHICLES.**
- D. All participants should NOT feed animals directly from their hands.
- E. Follow all instructions given by McClain Resort staff and employees.
- F. No reckless driving. Fold in mirrors of your vehicle. Do not throw empty cups or trash on Safari Park trail.
- G. Failure to comply with any rules of McClain Resort's Safari Park, stated herein or otherwise posted, or inability to follow directions of staff or employees of McClain Resort will result in ejection from the park without refund.
- H. No consumption of alcoholic beverages or illegal paraphernalia is allowed.
- I. Do not sit in truck bed OR on tailgate. Do not hang outside of the vehicle.
- J. Your window needs to be all the way up or down. If down, **DO NOT** roll your window up if the animal sticks its head inside. Simply drive away.
- K. All Vehicles must have 4 doors and 4 wheels.
- L. Please be courteous of vehicles behind you waiting to move along the Drive Thru Safari. Please do not pass a vehicle that is stopped to feed.

PHOTOGRAPHIC ASSIGNMENT

I understand that McClain Resort and its agents, volunteers, employees, officers, directors and any and all landowners, reserves the right to take photographic records of any or all of the activities conducted on or within its premises, and I hereby agree that McClain Resort may use such records for private, promotional and/or commercial purposes without any remuneration to me. I hereby assign all right, title and interest I may have in or to all media in which my name or likeness might be used by McClain Resort and/or McClain Resort agents.

 **Please fill form out on the back of this page** 

CAUTION: READ BEFORE SIGNING

The provisions, covenants, conditions, and indemnities contained in this Release shall survive the term of all my activities with McClain Lodge, LLC and my stay on McClain Lodge, LLC's premises. By signing this release, I represent and warrant that (a) I have had ample opportunity to read this Release and have done so; (b) I fully understand and voluntarily agree to each term of this release; (c) I have the authority to sign this Release for each person listed below; (d) I am under no duress or requirement to sign this Release; I have not been induced to sign this Release by any statement or conduct of McClain Lodge, LLC, it's agents, volunteers, employees, officers and/or our directors or owners; and (g) I have the mental competency to understand and enter into this Release. **All participants must complete the box below:**

Driver's Signature: _____ Age: _____ Date: _____
Printed Name: _____

All Participant over age of 18 must sign & Print Name and date:

Participant Signature: _____ Printed Name: _____ Date: _____
Participant Signature: _____ Printed Name: _____ Date: _____
Participant Signature: _____ Printed Name: _____ Date: _____
Participant Signature: _____ Printed Name: _____ Date: _____
Participant Signature: _____ Printed Name: _____ Date: _____

All Minors under the age of 17 must have a parent or legal guardian print name and age:

MUST BE COMPLETED FOR PARTICIPANTS UNDER 18 YEARS OF AGE

I represent that I have complete and absolute authority to bind, contract for and legally act on behalf of the minor child/children listed below and have the legal authority to make the waivers and releases contained here. I understand and acknowledge that McClain Safari relies to its detriment on this representation and would not allow the minor child/children to participate in its programs or activities without this representation. In consideration of the minor child/children listed below being permitted by McClain Resort to participate in its programs and activities and to use its equipment and facilities, I further agree to indemnify and hold McClain Resort, its owners, agents, volunteers, employees, officers and directors and any and all said landowners harmless from any and all claims which are brought by, or on behalf of any minor child listed below, and which are in any way connected with such use of participation by any such minor child.

Print Name(s) of Minor(s) & Age(s) Below:

Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____
Name: _____ Age: _____

Parent, Guardian or Custodian Signature: _____ **Date:** _____
Printed Name of Parent, Guardian or Custodian: _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____

**THANK YOU FOR VISITING McCLAIN
RESORT! HOPE TO SEE YOU AGAIN**