

## I. APPLICABLE TERMS AND DEFINITIONS

The following terms and used herein shall be limited to the specific meanings noted below.

1. Agreement shall refer exclusively and collectively to all pages, sections, terms, and conditions of this document.
2. Aetna Mountain Adventures, Inc., shall mean SPN, Inc., d/b/a Aetna Mountain Adventures, Inc., hereinafter "AMA Inc.," its subsidiaries, board of directors, shareholders, officers, employees, contractors, agents, volunteers, sponsors, patrons, vendors, exhibitors, and/or any other individual or business entity associated with SPN, Inc. and/or Aetna Mountain Adventures, Inc.
3. Recreation Area shall mean, and shall be limited to, the property located at: 2300 Aetna Mt. Road, Whiteside, TN 37396, and the designated recreation and parking areas on such property.
4. Recreational vehicle shall include, but shall not be limited to: any vehicle, whether humanly or mechanically powered, including, but not limited to: four or three wheeled All Terrain Vehicles (ATV's), motorcycles dirt bikes, bicycles, or any other similar recreational vehicles.
5. User shall mean and adult, of at least eighteen (18) years of age, who is mentally competent to enter into a contract, and who has paid the fee(s) required to obtain membership with AMA, Inc., and corresponding access the Recreation Area.
6. Use of Recreation Area shall mean, and shall be limited to, parking in designated areas, and use of recreational vehicles in areas designated for such use.
7. Rule of Use shall collectively mean the rules posted on AMA, Inc.'s website at [www.Aetnamountainadventures.com](http://www.Aetnamountainadventures.com) as well as any rules which AMA, Inc. shall provide in printed form to User, and any signs or rules posted in, on, or around the Recreation Area, which AMA, Inc., shall change at its discretion without notice to User.
8. Bodily injury(ies) shall include, but shall not be limited to: strains, sprains, bruises, abrasions, lacerations, punctures, burns, broken bones, concussions, internal injuries, heat exhaustion, disability-temporary or permanent, any other injury or death.
9. Damages shall include, but shall not be limited to damage to User's personal property, damage to the personal property of other AMA, Inc., patrons; damage to the property of AMA, Inc., lost wages, loss of consortium, punitive damages, damages for breach of contract, or tort damages.
10. Claim(s) shall mean any legal cause of action by User, their successors, heirs, assigns, or estate, which User may have against AMA, Inc.
11. Membership shall mean a specific period of time, as designated herein, for which User has paid, and shall obtain the right to use the Recreation Area, subject to the terms of this Agreement.
12. Membership card shall mean, and shall be limited to, a card, or other documentation, issued to User by AMA, Inc., which shall identify the User who is authorized by AMA, Inc., to use the Recreation Area, and shall proscribe the period during which such User may make use of the Recreation Area. Such card or documentation shall be the sole property of AMA, Inc.,
13. Hours of operation shall mean sunrise to sunset during any period of operation.

## II. GENERAL TERMS OF MEMBERSHIP AGREEMENT

This Agreement is entered into by AMA, Inc., and the following individual(s) who, hereinafter shall be named as "User" for the sole and exclusive purpose of allowing User to access property(ies) held by AMA, Inc., for recreational purposes as fully described herein.

Access is determined for the period agreed to in this document. Waivers shall be valid for 1 Year. Such access shall give User the right to use the Recreation Area for the above-noted period, for the sole and exclusive purpose of: (a) temporary parking in designated parking areas, and (b) using recreational vehicles in areas designated for such use. User is strictly prohibited from camping, hunting, fishing, trapping, wood cutting, initiation camp fires, dumping, or in any manner damaging the Recreation Area beyond normal damage resulting from use of recreational vehicles, or any use not strictly authorized herein, and shall reimburse AMA, Inc., for the cost of all damages caused to the Recreation Area by User's inappropriate use of recreational vehicles, or undertaking, of any prohibited or unauthorized activities, including any and all reasonable attorney's fees, court costs, pre- or post-judgment interest which AMA, Inc., shall incur in an effort to collect the cost of such damages, and such other costs and fees are outlined herein.

User has received a Membership Card or other membership documentation, and shall have this in User's possession at all times while on the Recreation Area. If at any time a representative of AMA, Inc., shall ask to see User's Membership Card, User shall promptly produce such card. User's failure, or inability to produce such card, shall require User's prompt expulsion from the Recreation Area, and User shall lose their Membership Card. AMA, Inc., reserves the right to charge a fee, up to \$25, to replace such card.

AMA, Inc., is under no obligation to grant membership to any individual(s), at any time, may revoke any membership at  
**AETNA MOUNTAIN ADVENTURES, INC., MEMBERSHIP AGREEMENT** (page 2 of 4)

any time, for an infraction of the terms herein, without formal notice to User, or hearing; and any such revocation shall result in a forfeiture of any fees paid pursuant to this Agreement, and User shall have no recourse against AMA, Inc., for such revocation and/or forfeiture of fees paid.

### **III. TERMS OF WAIVER, RELEASE, AND INDEMNIFICATION**

This Agreement shall constitute and express, contractual assumption of all risks by User, and both a waiver and release from any, and all, liability, for any negligence, inherently dangerous activity, and/or dangerous condition of the Recreation Area, on which use of recreational vehicles shall be undertaken, as well as indemnity of AMA, Inc., by User, for any, and all, third party claims related to User's use of AMA, Inc., Recreation Area. User hereby expressly acknowledges and covenants that:

1. This Agreement may afford AMA, Inc., greater protections and liability limits than that provided by applicable statutes, to such extent as this is the case. User expressly agrees that it is User's intent to grant such enlarged protection and limited liability to AMA, Inc.
2. The use of recreational vehicles may pose a danger, and/or even be inherently risky or dangerous.
3. User knows and fully understands the risks involved in the use of recreational vehicles, and knowing and understanding the same voluntarily chooses to participate in the use of such recreational vehicles.
4. User knows and fully understands that use of recreational vehicles poses inherent and great risks, hazards, and substantial danger to bodily injury or damages.
5. The dangers associated with use of recreational vehicles, necessarily increase when User, or others: (a) use ramps, trails, traces, unaltered natural terrain, inclines or declines, mud bowls, rough earthen terrain, and/or any man made riding area or earthen terrain; (b) are thrown from the vehicle; (c) collide with other objects, users, staff, bystanders, spectators, etc.; and (d) when others, not of my same level of skill and/or experience, are present at the same time and using the same facility and /or property.
6. AMA, Inc., is under no obligation, and assumes no responsibility for; making, or designating, any potentially dangerous sites, either natural or man made, at the Recreation Area, including, but not limited to: ravines, bluffs, holes or pits, caves, etc. AMA, Inc., may place structures on, in, or around, the Recreation Area, such as bridges, fences, gates, out buildings, etc., which AMA, Inc., does not guarantee to be safe, usable, or maintained in any proscribed manner, and therefore, User assumes all risk associated with using such structures, regardless of whether User properly, or improperly uses such structures.
7. It is the intention of User to forever relieve, discharge, hold harmless, and indemnify AMA, Inc., of/for any, and all, claims by User or a third party on User's behalf—including, but not limited to User's heirs, survivors, and estate—from claims for: (a) claims for any bodily injuries or damages, including, but not limited to: claims for medical or hospital expenses, lost wages, loss of consortium, property damages, death or bodily injury, or any other claim resulting from my use of recreational vehicles on property belonging to AMA, Inc., (b) claims for negligent acts, failures, or omissions, negligent maintenance, or unsafe condition of, any recreational property, structures, or devices, including, but not limited to: ramps, trails, traces; altered or unaltered, terrain; inclines or declines; mud bowls; rough earthen terrain; and any man made structures, recreational, or riding area maintained by AMA, Inc., or (c) claims brought by a third party, and resulting from User's own negligence, violation of the Rules of Use, or other action(s) for which such party may have been damaged by User while on the Recreation Area.
8. AMA, Inc., is an "at your own risk" recreation facility. Neither AMA, Inc., nor any other entity or individual(s) associated with AMA, Inc., provides supervision, medical assistance, or other support to Users of AMA, Inc.'s recreational properties.
9. If, at any time, in the sole judgment of AMA, Inc., through its employees or agents, User is endangering other patrons or posing a risk of damage to the Recreation Area, beyond normal damage caused by use of recreational vehicles or parking, User's membership may be revoked. In such case, any amounts paid pursuant to this contract shall be forfeited, and User shall have no recourse against AMA, Inc.
10. Use of alcohol, narcotics, illicit drugs, or illegal substances while at the Recreation Area is strictly prohibited. And use of such is grounds for immediate cancellation of membership privileges provided under this Agreement, and forfeiture of any amounts paid under this Agreement, for which User shall have no recourse against AMA, Inc.
11. User shall be the sole individual to use the Recreation Area under this Agreement, and is not authorized to bring any other individuals onto the property who are not also AMA members with their own Membership Agreement. User is expressly prohibited from bringing onto the property or Recreation Area anyone under the age of eighteen (18). In the event that User shall bring a minor onto the property, User acknowledges that this is an unauthorized use of the Recreation Area, and User shall be solely responsible for any and all bodily injuries or damages such minor may suffer, and shall reimburse AMA, Inc., for any damages to the Recreation Area caused by such unauthorized minor.
12. User shall carry any, and all, types of insurance, in the amounts(s) which User shall deem appropriate to protect User

against losses that may result from use of recreational vehicles, including, but not limited to: health insurance, disability insurance, property insurance, auto insurance, umbrella coverage, etc.

13. Abide by all terms herein, as well as all Rules of Use, as posted on the AMA, Inc., website, at [www.aetnamountainadventures.com](http://www.aetnamountainadventures.com) provided to User in writing, and /or posted in, on, or around the Recreation Area, which Rules of Use are subject to change, at AMA, Inc.'s discretion without notice to User. If, in the sole judgment, of AMA, Inc., its employees or agents, User has violated or failed to follow any Rule of Use, User's membership may, at AMA, Inc.'s discretion, be terminated, all payments thereunder forfeited, and User shall be without recourse against AMA, Inc., its employees or agents, for such action(s).

14. In the event that AMA, Inc., shall, for any reason, find it necessary to bring suit against User, or User shall elect to bring suit against AMA, Inc., for any reason, User shall: (a) Reimburse each member of AMA, Inc.'s board of directors, and each officer, in the amount of \$250 for each hour such individual incurs in activities related to, or necessary for, such litigation, which amounts User shall pay AMA, Inc., within ten (10) business days of presentation of bill for same. (b) Pay unto AMA, Inc., double the amount of any award or judgment which AMA, Inc., may be awarded against User from a court of competent jurisdiction, regardless of whether such amount is awarded by a judge, independently, or by a jury, and make payment of such amount within ten (10) business days of issuance of such judgment or award. (c) Reimburse AMA, Inc., for all attorney's fees, court costs, or discretionary costs necessitated by litigation, regardless of whether such litigation was initiated by User against AMA, Inc., or against AMA, Inc.'s efforts to collect on any judgment it may be awarded against User.

#### IV CONCLUSION

Entirety of Agreement and Amendments. The parties hereby acknowledge that this Agreement represents the agreement of the parties in its entirety, and such Agreement shall nullify any prior agreements between the parties, either oral or written Amendments to this Agreement shall be made in writing and executed with the same formality as the instant Agreement.

Failure, In the event that any portion of the foregoing Agreement shall, by a Court of competent jurisdiction, be determined to fail, regardless of the reason for such failure, the parties hereby expressly agree that all remain terms of the Agreement shall continue and shall be applicable in their entirety.

**WHEREFORE, I, User, hereby acknowledge the foregoing, and verify by my signature below that I have fully read, and understand this Agreement, and voluntarily enter into the same.**

Date \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Membership: DAILY WEEKLY YEARLY

\_\_\_\_\_ DRIVER (S) \_\_\_\_\_ PASSENGER(S)

FULL  
NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ zip \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

User hereby covenants that he/she is an adult of at least eighteen (18) years of age., competent and able to enter into this agreement, as demonstrated by the following proof provided by the User:

Driver's License Number \_\_\_\_\_ State \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name of all minors to be covered by this membership agreement as "Minor User(s)

Full Name \_\_\_\_\_ Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Full Name \_\_\_\_\_ Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Full Name \_\_\_\_\_ Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Full Name \_\_\_\_\_ Age \_\_\_\_\_ Date of birth \_\_\_\_\_

**SIGNATURE OF  
USER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNATURE OF  
CO-USER** \_\_\_\_\_ **DATE** \_\_\_\_\_

User's Signature witnessed by: \_\_\_\_\_ Date \_\_\_\_\_  
Representative of Aetna Mountain Adventures