

# MEMBERSHIP

## To be completed by all participants age 16 and older

### MEMBERSHIP APPLICATION and WAIVER, RELEASE AND INDEMNIFICATION OF ROCK CRAWL ENTERPRISES, LLC, d/b/a BURNING ROCK OFF-ROAD PARK and BEAVER COAL COMPANY, LIMITED

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

DRIVER'S LICENSE NUMBER AND STATE \_\_\_\_\_

OFF ROAD VEHICLE INFORMATION Year/Make/Model \_\_\_\_\_ License Plate \_\_\_\_\_

TOW RIG VEHICLE INFORMATION Year/Make/Model \_\_\_\_\_ License Plate \_\_\_\_\_

EMERGENCY NOTIFICATION NAME and PHONE NUMBER \_\_\_\_\_

PLEASE STATE MEDICAL CONDITIONS AND/OR ALLERGIES: \_\_\_\_\_

For and in consideration of my entry upon and use of the premises leased to Rock Crawl Enterprises, LLC, d/b/a Burning Rock Off-Road Park (hereinafter "BRORP"), by Beaver Coal Company, Limited, the premises so leased being hereinafter identified as the "Premises", intending to be legally bound, do hereby covenant and agree as follows:

**INITIALS:** \_\_\_\_\_ 1. I certify that I am becoming a member of BRORP and acknowledge that the Premises consist in large part of land that is mountainous in topography and that has been extensively logged over, strip mined, deep mined, and that the Premises contain many other hazards which may include but not be limited to roadways, highways, rail lines, streams, and abandoned strip mines and mine workings. I acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of motor bikes, ATVs, UTVs, SXS, 4x4 vehicles and other off-road vehicles on and about the Premises.

**INITIALS:** \_\_\_\_\_ 2. I acknowledge and fully understand that I may engage only in off-roading and related activities upon the Premises and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which may result not only from my own acts, omissions or negligence but from the acts, omissions and negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

**INITIALS:** \_\_\_\_\_ 3. I assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in my entry upon and use of the Premises and areas appurtenant thereto, and accept personal responsibility for the damages or injuries I may sustain to my person or property while upon the Premises, including permanent disability or death.

**INITIALS:** \_\_\_\_\_ 4. If my machine or vehicle is damaged, becomes stuck, or is otherwise inoperable due to the off-roading and related activities upon the Premises, if I ask for assistance from BRORP, I authorize BRORP's employees to render or exercise whatever recovery techniques, procedures or assistance they deem necessary to try and recover my vehicle even if such recovery may further damage or destroy my vehicle. However, notwithstanding anything to the contrary herein, I understand and acknowledge that I am fully and solely responsible for the recovery of my vehicle and in paying for any and all costs associated with the towing or recovery of my vehicle.

**INITIALS:** \_\_\_\_\_ 5. I hereby agree, for myself and for my heirs, executors, administrators, representatives, successors, and assigns, to release, waive, discharge, indemnify and hold harmless **Rock Crawl Enterprises, LLC, d/b/a Burning Rock Off-Road Park and Beaver Coal Company, Limited**, and their officers, directors, limited and general partners, agents, employees, successors and assigns, from any and all claims, suits, demands, obligations, actions, cause of actions, rights or damages rights or damages, litigation expenses, attorneys fees, costs and expenses, including but not limited to, claims for personal injury, permanent disability, death or property damage arising from or in any way related to my entry upon and use of the Premises or areas appurtenant thereto. This waiver and release document and any rights, duties and obligations hereunder shall be governed by and interpreted solely in accordance with the laws of West Virginia and jurisdiction for any claims shall be exclusively in the courts of Raleigh County, West Virginia.

**I HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY AND INDICATE THE SAME BY MY SIGNATURE BELOW AND BY MY INITIALS NEXT TO EACH PARAGRAPH ABOVE.**

I, THE UNDERSIGNED, DO HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF, AND AGREE TO ABIDE BY, THE RULES AND REGULATIONS OF BRORP. Member grants BRORP permission to take video and photos of the undersigned Member and such images may be used by BRORP for their website and in promotional materials.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (PRINT)