

RELEASE OF LIABILITY

READ CAREFULLY THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation and/or use of facilities provided by Rugged Luxe LLC, I agree for myself and for members of my party to the following:

1. Agreement to follow directions: I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Rugged Luxe LLC staff members.
2. Assumption of the risks and release: I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) the members of my party and further release and discharge Rugged Luxe LLC for injury, loss or damage arising out of my or my party's use of equipment of Rugged Luxe LLC whether caused by the fault of myself, my party, or other third parties.
3. Indemnification: I agree to indemnify and defend Rugged Luxe LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or the members of my party use of the facilities of Rugged Luxe LLC.
4. Fees: I agree to pay for all damages to the facilities of Rugged Luxe LLC cause by any negligent, reckless, or willful actions by me or the members of my party.
5. Applicable law: Any legal or equitable claim that may arise from participation in above shall be resolved under South Carolina law.
6. No duress: I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire.
7. Arm's length agreement: This agreement and each of its terms are the product of an arm's length negotiation between the parties. In the event of ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. Enforceability: The invalidity or enforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
9. Dispute Resolution: The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using an Alternative Dispute Resolution (ADR) procedure as chosen by Rugged Luxe LLC. Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with the any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

My signature below certifies that I have carefully read and fully understand the contents of this agreement. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Printed Name

Signature

Date of Signature