

WAIVER OF LIABILITY AND RELEASE

I, _____, the undersigned, in consideration of my use of a low-speed vehicle on the public roads and streets within the town limits of the Town of Tunica, Mississippi, acknowledge the following.

I certify that I am eighteen years of age or older, that I am the owner of the low-speed vehicle being registered herein, that I have a valid driver's license, and that I will obey all applicable state, federal and local laws and regulations while using the low-speed vehicle.

I am aware of the particular hazards of operating a low-speed vehicle on public roads and streets, and I understand that there exists the potential for injuries and accidents, and I freely assume all risks incidental to such use, and I accept responsibility and liability for any damages caused by my actions, particularly but not limited to, vehicular and property damage, injuries to myself or to other persons.

I understand that the use of low-speed vehicles is allowed only within the town limits of the Town of Tunica, and that such use is subject to all rules of the road and the laws of the State of Mississippi and the Town of Tunica.

I hereby release, covenant not to sue, and forever discharge the Town of Tunica and its agents and employees from all liabilities, claims, actions, damages, costs, and expenses of any nature arising out of, related to, or in any way connected with my use of a low-speed vehicle. I further agree to indemnify and hold harmless the Town of Tunica and its agents and employees from and against all such liabilities, claims, actions, damages, costs, and expenses including, but not limited to, all attorney fees, cost of court, and the costs and expense of other professionals and disbursements up through and including any appeals. I understand that this Waiver of Liability and Release includes any claims based on the negligence, action, or inaction of any of the agents and employees of the Town of Tunica, and covers bodily injury, property damage, and loss by theft or otherwise, suffered by me either before, during or after use of the low-speed vehicle.

This Waiver of Liability and Release shall be governed by the laws of the State of Mississippi, and any legal action related to or arising out of this Waiver of Liability and Release shall be commenced exclusively in Mississippi.

I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF THIS WAIVER OF LIABILITY AND RELEASE.

Name _____ Signature _____

Date _____ Emergency Telephone Number _____

Email Address _____