

**DURABLE POWER OF ATTORNEY/WAIVER FOR
MINOR**

DURABLE POWER OF ATTORNEY

Parent(s)/Guardian(s) (“Parent”)

Name: _____

Address: _____

Health Insurer: _____

Policy Number: _____

Relationship to Minor: _____

Date of Birth: _____

Telephone: _____

Employer: _____

Minor Child (“Minor”)

Name: _____

Address: _____

Date of Birth: _____

Medical Conditions/Allergies: _____

Temporary Guardian(s) (“Guardian”)

Name: _____

Address: _____

Relationship to Minor: _____

Telephone: _____

Term of Power of Attorney (“Term”)

Start Date: _____ **End Date:** _____

1. KNOW ALL MEN BY THESE PRESENTS: That pursuant to Ala. Code §26-2A-7, the Parent hereby makes, constitutes and appoints the Guardian as Parent’s true and lawful attorney(s), to act in Parent’s name, place and stead, to do and execute all or any of the following acts, deeds and things with respect to the care and custody of Minor:

(a) To grant permission and consent to Minor traveling with the Guardian and participating in any activity, including, but not limited to, riding all-terrain vehicles, motorcycles or other forms of motorized and non-motorized equipment, camping, hiking, fishing, picnicking, nature study, sightseeing, equine, or spectator activity, at Top Trails Public Park, owned and operated by the Public Park Authority of the Cities of Lincoln & Talladega, located at 1247 Horne Dr. Talladega, Alabama (the “Park”) which activity the Guardian may deem appropriate;

(b) To administer general first aid treatment for minor injuries or illnesses experienced by the Minor;

(c) To seek medical care for the Minor, and to sign any documents required by any physician, surgeon, hospital or institution for entrance by the Minor as a patient;

(d) To authorize any operation to be performed on the Minor, which is recommended by any duly-licensed physician or surgeon, and to complete any required legal or medical documents with respect to such operation;

(e) To receive all of the information to which the Parent would be entitled with respect to health information regarding the Minor under the Health Insurance Portability and

Accountability Act of 1996 (“HIPAA”);

(f) To have access to the Minor’s medical records and to obtain information of any type from any physician or other health care professional who may be treating the Minor;

(g) To make application in the Parent’s name or the Minor’s name for any benefits available to the Minor under any policy of medical (health) insurance;

(h) To file claims for medical (health) insurance and to obtain information from any insurance company with respect to any policy of health or medical insurance under which the Minor is insured; and

(i) To generally do and perform all matters and things, to execute all other instruments of every kind which may be necessary or proper to effectuate all powers hereinabove specifically granted, with the same full powers, and to all intents and purposes, with the same validity as we could, if personally present; and hereby ratifying and confirming whatsoever the Guardian shall and may do, by virtue hereto.

2. The powers herein granted to the Guardian shall be exercisable at any time and from time to time during the Term.

3. This Power of Attorney shall remain in full force and effect during the Term, and any party dealing with our Attorney(s)-in-fact during such time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this Power. The authority given The Guardian herein shall supersede any prior agreement that the Parent may have made with any health care providers to restrict access to or disclosure of the Minor’s individually identifiable health information.

4. THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY THE DISABILITY, INCOMPETENCY OR INCAPACITY OF PARENT AND MAY BE EXERCISED NOTWITHSTANDING ANY SUCH DISABILITY, INCOMPETENCY OR INCAPACITY AND NOTWITHSTANDING ANY UNCERTAINTY AS TO WHETHER PARENT IS DEAD OR ALIVE.

[Signatures on Following Page]

IN WITNESS WHEREOF, I(we) hereunto set my(our) hand(s) and seal(s) on _____, 20__.

_____(SEAL)

_____(SEAL)

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ and _____, whose name(s) are signed to the foregoing Power of Attorney and who is known to me, acknowledged before me on this day, that, being fully informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on _____, 20__.

Notary Public

Notary Expiration Date

**WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY
AGREEMENT**

WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A WAIVER OF LEGAL RIGHTS AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND DEPRIVES YOU OF THE RIGHT TO SUE TOP TRAILS PUBLIC PARK AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS CONSEQUENCE.

In consideration of the Public Park Authority of the Cities of Lincoln & Talladega who owns TOP Trails, hereinafter referred to as “Park”, allowing _____ (the “Minor”) to participate in any activity, which includes without limitation riding all-terrain vehicles, motorcycles or other forms of motorized and non-motorized equipment, camping, hiking, fishing, picnicking, nature study, sightseeing, equine, or spectator activity (collectively, the “Activities”), I, for myself, and on behalf of my spouse, children, including, the Minor, as applicable, guardians, heirs and next of kin, and any legal or personal representative, executors, administrators, successors, and assigns, do hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, hereinafter referred to as the “Agreement;”

1. I hereby represent that (i) the Minor is in good health and in proper physical condition to participate in the Activities; and (ii) Minor will not be under the influence of alcohol or any illicit or prescription drugs which would in any way impair Minor’s ability to safely participate in the Activities; (iii) Minor has not been advised against any of the Activities by a health professional. I agree that the Park has no obligation to determine whether the Minor is sufficiently fit and healthy enough to participate in the Activities.

2. I understand and acknowledge, the physical and mental rigors associated with the Activities and realize that such Activities are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or man made objects; dangers arising from adverse weather conditions; imperfect ground conditions; water, road, and surface hazards; equipment failure, inadequate safety measures; participants of varying skill levels; situation beyond the immediate control of the Park; and other undefined risks and dangers, which may not be readily foreseeable or are presently unknown (collectively, “Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of the Minor, the actions or inactions of others participating in the Activities, or the actions, inaction or negligence of the Released Parties, defined below, and I hereby expressly assume all such Risks and responsibility for any damage, liabilities, losses or expenses, which I or the Minor incur as a result of the Minor’s participation in the Activities.

3. I agree to be familiar with and to abide by, and to ensure the Minor is familiar with and will abide by, the Rules, Regulations, and laws established for the Activities, which include, without limitation, the rules of operation and warning guidelines of equipment used in said activities, park rules and warnings, and local state, and federal laws. I also accept sole

responsibility for my own, and the Minor's, conduct and actions while participating in the Activities, and the condition and adequacy of the Minor's equipment.

4. I hereby grant full permission to the Park and/or any and all agents authorized by them to use any photographs, videotapes, motion pictures, recording and any other record of activity or events for any legitimate purpose.

5. I hereby release, waive, and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the Public Park Authority of the Cities of Lincoln & Talladega and their insurers, promoters, race directors, sponsors, advertisers, law enforcement agencies, and other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, representatives, and volunteers (individually and collectively, the "Released Parties"), with respect to any liability, claim, demand, cause of action, damage, loss or expense (including court costs and attorneys fees) of any kind or nature ("Liability"), which may rise out of or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Release Parties. I further agree that if, despite this Agreement, I or the Minor, or anyone on behalf of me or the Minor, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which may be incurred as a result of such claim.

6. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the Minor, my spouse, children, parents, guardians, heirs and next of kin, and any personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. My signature is relied on by the Released Parties for the engagement in Activities at the Park. If any provision of this Agreement is to be held to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement is intended to be as broad as applicable law allows.

7. Without limiting the foregoing, as the Parent and/or Legal Guardian to the Minor, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the Minor in connection with the Minor's participation in the Activities. If, despite this Agreement, I, the Minor, or anyone on the Minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities, which may be incurred as the result of such claim. I further certify, covenant and warrant that the signature below as Parent and/or Legal Guardian certifies that I am the Parent and/or Legal Guardian of the Minor and/or have the legal authority to act on behalf of and enter into this Agreement for the Minor and bind the Minor to its terms. I acknowledge that I am signing this Agreement individually and on behalf of the Minor, and that the Parent and/or Legal Guardian and the Minor both agree to the terms hereof.

[Signatures on Following Page

IN WITNESS WHEREOF, I(we) hereunto set my(our) hand(s) and seal(s) on _____, 20__.

_____(SEAL)

_____(SEAL)

STATE OF _____)

COUNTY OF _____)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that _____ and _____, whose name(s) are signed to the foregoing Waiver, Release of Liability, Assumption of Risk, and Indemnity Agreement and who is known to me, acknowledged before me on this day, that, being fully informed of the contents of the foregoing instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on _____, 20__.

Notary Public

Notary Expiration Date