



## LIABILITY RELEASE AND WAIVER

### **LIABILITY RELEASE WAIVER FOR ALL RIDERS/ DRIVERS/ PARTICIPANTS/ SPECTATORS**

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This LIABILITY RELEASE WAIVER (this “Waiver”) is entered into effective as the earlier of the date listed below and the date of receipt by Promoter, as defined herein (the “Effective Date”), by the undersigned party, or their respective guardian (collectively, where applicable, the “Participant”).

WHEREAS, Rednecks with Paychecks Off-Road, LLC, or its licensees, affiliates, or assigns (collectively, the “Promoter”), are hosting an event in which Participant wishes to participate (the “Event”);

WHEREAS, Participant, at his or her sole and absolute discretion, desires to attend the Event, and hereby represents and warrants that he or she shall maintain compliance with any and all obligations, representations, and warranties contained herein;

NOW, THEREFORE, Participant acknowledges and agrees as follows:

**THIS WAIVER IS EXTREMELY IMPORTANT AND IS MATERIAL IN NATURE. PARTICIPANT MUST READ CAREFULLY AND UNDERSTAND ITS TERMS AND CONDITIONS. PARTICIPANT’S SIGNATURE WILL WAIVE IMPORTANT LEGAL RIGHTS. IN ADMITTING PARTICIPANT TO THE EVENT AREA AND/OR TO THE EVENT, PROMOTER AND RELEASEES ARE HEREBY EXPRESSLY RELYING ON ANY AND ALL REPRESENTATIONS AND WARRANTIES MADE BY PARTICIPANT HEREIN. PARTICIPANT’S ADMISSION TO THE EVENT AREA AND/OR THE EVENT IS CONDITIONED ON, AND IS GRANTED EXCLUSIVELY IN RELIANCE ON, THE REPRESENTATIONS AND WARRANTIES MADE BY PARTICIPANT HEREIN. PARTICIPANT SHALL NOT BE GRANTED ACCESS TO THE EVENT AREA AND/OR THE EVENT UNLESS PARTICIPANT HAS MADE EACH OF THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN. IN ADMITTING PARTICIPANT TO THE EVENT AREA AND/OR THE EVENT, PROMOTER AND RELEASEES ARE RELYING ON THE TRUTH AND ACCURACY OF ANY AND ALL OF THE REPRESENTATIONS AND WARRANTIES MADE BY PARTICIPANT HEREIN.**

**PARTICIPANT MUST SIGN THIS WAIVER AND DELIVER IT TO THE TICKET TAKER OR GATE ATTENDANT PRIOR TO ENTRY TO THE EVENT AREA, ALONG WITH A COPY OF PARTICIPANT’S VALID PHOTO IDENTIFICATION.**

**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, PARTICIPANT SHALL NOT BE ADMITTED UNLESS PARTICIPANT IS ACCOMPANIED BY AN ADULT, AT WHICH POINT THE ADULT, AS GUARDIAN OF THE MINOR, SHALL EXECUTE THIS WAIVER ON BEHALF OF THE MINOR.**



## LIABILITY RELEASE AND WAIVER

**PARTICIPANT IS REQUIRED TO, AND HEREBY HAS, READ, ACKNOWLEDGED, UNDERSTANDS, AND HEREBY DOES MAKE THE FOLLOWING REPRESENTATIONS AND WARRANTIES:**

### **RELEASE AND WAIVER OF LIABILITY AND LEGAL RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

This Waiver is a release and waiver of liability and legal rights, assumption of risk and indemnity agreement which is required in order for Participant to enter and/or participate in the Event, in any capacity. Participant (and parent or legal guardian, if applicable), in consideration for the privilege to participate in the Event, officiate, observe, work for, or otherwise participate in any way in the Event, including, but not limited to, activities, facilities or competitions or being permitted to enter for any purpose, any area of the event, hereby affirmatively agrees to be bound by the terms and conditions of this Waiver.

The “Event Area” as used herein shall refer to the entire premises on which any portion of the Event is held, whether same be inside the fences or adjacent thereto, the area for which an admission ticket is required and for which this document must be signed prior to entrance and/or participial action in any activity, as well as any area which is accessible from the event area, including areas which are and which are not posted as “DO NOT ENTER” or which contain similar language.

**PARTICIPANT, FOR HIM/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY REPRESENTS AND WARRANTS AS FOLLOWS:**

1. **PARTICIPANT** acknowledges, agrees, and represents that he or she has, and will continuously thereafter continue to, inspect the area which he or she enters and he or she further agrees and warrants that, if at any time, he or she is in or about the Event Area and he or she feels anything to be unsafe, Participant shall immediately advise the Event officials of same and shall leave said areas and/or refuse to participate further in the Event.

2. **PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE ANY ONE OR MORE OF THE PROMOTERS, AND ALL RELATED PARTIES, INCLUDING BUT NOT LIMITED TO, MANAGERS, MEMBERS, OWNERS, OFFICERS, DIRECTORS, ELECTED OFFICIALS, AGENTS, EMPLOYEES, CONTRACTORS OR CONTRACTED EMPLOYEES, EVENT VOLUNTEERS, FACILITY OPERATORS, OWNERS OF EQUIPMENT, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISIONS THEREOF, PARK OPERATORS, PARK EMPLOYEES, OFFICIALS, VEHICLE OWNERS, DRIVERS, RESCUE PERSONNEL, ANY PERSON IN ANY AREA OF THE EVENT, PROMOTERS, SPONSORS, ADVERTISERS, THE OWNERS, LESSEES, AND LESSORS OF THE PREMISES USED TO CONDUCT THE EVENTS, LAND OWNERS OF ADJOINING LANDS TO THE PREMISES, PREMISES AND EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHERS WHO HAVE**



LIABILITY RELEASE AND WAIVER  
RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR THE EVENT (COLLECTIVELY, THE “RELEASEES”), FROM ANY AND ALL LIABILITY TO THE UNDERSIGNED PARTICIPANT, AND HIS OR HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND ASSIGNS, FOR ANY CLAIMS, DEMANDS, LOSS OR DAMAGE, OR CAUSES OF ACTION THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF PARTICIPANT CAUSED BY OR ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. **PARTICIPANT** hereby authorizes the Promoters to use the Participant’s name, photos, and likeness in furtherance of and in regard to certain advertisements, endorsements, and magazine articles or as deemed appropriate by any one or more of the Promoters, in their sole and absolute discretion.

4. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that the activities associated with the Event are very dangerous and involve the risk of serious bodily injury, possibility of death, and property damage, and further that off-road riding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and that Participant expressly and voluntarily personally assumes all risks of death and or personal injury or other forms of damages sustained while participating in the Event, whether or not caused by the negligence or gross negligence of the Releasees or otherwise. Participant also expressly acknowledges that any and all injuries suffered by Participant may be compounded or increased by negligence or gross negligence of any and all rescue operations or procedures attempted by or initiated by the Releasees.

5. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that he or she is aware of and understands that off-road riding activities have inherent dangers with respect to operating certain equipment on real property and land that may have both obvious and/or hidden dangers whether natural or man-made, including, but not limited to, trees, tree limbs, fence posts, snow, ice, earth, wildlife, variations in surface, streams, creeks, cliffs, crevasses, stumps, hills, pot holes, rocks, brush and other debris and that no amount of care, caution, instruction, or inspection or expertise can eliminate such obvious and/or hidden dangers. Participant further acknowledges that the dangers detailed herein and otherwise are elevated when daylight is not fully present, or other factors such as rain, wind, dust, or snow complicate or worsen conditions. In acknowledgement thereof, Participant hereby agrees to take and assume any and all precautions when operating a vehicle or other machinery during the Event, and during any adverse condition. I, the undersigned, expressly and voluntarily assume all risk of death or personal injury or other forms of damages sustained while participating in off-road riding activities that may be caused by such risk, hazards and obvious and/or hidden dangers whether or not caused by the negligence or gross negligence of the Releasees, or otherwise.

6. **PARTICIPANT, AND ANY ASSOCIATED PARTIES TO PARTICIPANT, HEREBY AGREES THAT HE OR SHE WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM AGAINST ANY ONE OR MORE OF THE RELEASEES FOR DAMAGES OR**



## LIABILITY RELEASE AND WAIVER

**OTHER LOSSES SUSTAINED AS A RESULT OF MY PARTICIPATION IN THE AFOREMENTIONED EVENT. PARTICIPANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS FROM ANY AND ALL CLAIMS, JUDGMENTS, AND COSTS, INCLUDING ATTORNEY'S FEES, INCURRED IN CONNECTION WITH ANY ACTION BROUGHT AGAINST THEM, JOINTLY OR SEVERALLY, AS A RESULT OF PARTICIPANT'S PARTICIPATION IN ANY PORTION OF THE EVENT. PARTICIPANT FURTHER AGREES THAT PARTICIPANT WILL NOT SUE OR OTHERWISE MAKE A CLAIM ON BEHALF OF ANY MINOR CHILD, AGAINST THE RELEASEES FOR DAMAGES OR OTHER LOSSES SUSTAINED AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE EVENT.**

7. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that this Waiver extends to all acts of negligence or gross negligence by the Releasees, including negligent or grossly negligent rescue operations, or any attempt in furtherance thereof, and is intended to be as broad and inclusive as is permitted by the law of the State of Texas, in which the Event is being conducted, and that if any portion thereof is held to be invalid by a court of competent jurisdiction, Participant hereby agrees that the balance of this Waiver shall, notwithstanding, continue in full legal force and effect.

8. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant shall, at all times, while riding in or on any vehicle or machinery in the Event Area, wear or otherwise utilize any and all safety equipment suggested by the manufacturer of such vehicle or otherwise required by any and all laws of the State of Texas, that Participant's vehicle is in safe operating condition, and is otherwise in compliance with any and all applicable regulations, that Participant will operate any and all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual, while considering any and all adverse conditions, that Participant has informed himself/herself about the Event and the Event Area, through a thorough investigation of the Event Area and trails therein, and that Participant shall not allow any person to ride or drive any vehicle which Participant owns or is otherwise licensed to own unless said person has signed a counterpart of this Waiver.

9. **PARTICIPANT HEREBY ACKNOWLEDGES, AGREES, AND REPRESENTS THAT PARTICIPANT IS AWARE THAT THE PROMOTERS, AND ALL RELATED PARTIES, INCLUDING, BUT NOT LIMITED TO, ITS MANAGERS, MEMBERS, OWNERS, OFFICERS, DIRECTORS, ELECTED OFFICIALS, AGENTS, EMPLOYEES, EVENT VOLUNTEERS, FACILITY OPERATORS, OWNERS OF EQUIPMENT, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, PARK OPERATORS, PARK EMPLOYEES, OFFICIALS, VEHICLE OWNERS, DRIVERS, RESCUE PERSONNEL ANY PERSON IN THE EVENT AREA, PROMOTERS, SPONSORS, ADVERTISERS, THE OWNERS, LESSEES AND LESSORS OF THE PREMISES USED TO CONDUCT THE EVENT, LAND OWNERS OF THE ADJOINING LANDS TO THE PREMISES, PREMISES AND EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHERS WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING**



## LIABILITY RELEASE AND WAIVER

**THE EVENT AND EVENT AREA HEREBY ASSUME NO DUTY, AND HEREBY EXPRESSLY WAIVE ANY DUTY TO SUPERVISE THE ACTIVITIES OF PARTICIPANT OR ANY OTHER PATRON OF THE EVENT, AND PARTICIPANT HEREBY ACCEPTS SUCH WAIVER.**

10. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant is aware that alcohol is permitted in Event Area and may be consumed by participants, subject to compliance with the laws of the State of Texas, and participants do so at their own risk, and Participant hereby personally accepts any and all liability associated with such risks to the extent Participant is involved or at fault, and that in doing so he or she may create a risk to others and that all participants in the Event Area hold harmless the Releasees in regard to any claim, or damages suffered by Participant or any other party which involve or were compounded by the use or presence of alcohol or other substances. Participants further acknowledge that **ABSOLUTELY NO ALCOHOL CONSUMPTION IS PERMITTED IN THE EVENT AREA DURING THE COURSE OF MOTORIZED COMPETITIONS. FUTHER, PARTICIPANT HEREBY REPRESENTS AND WARRANTS THAT PARTICIPANT WILL NOT PARTICIPATE IN THE OPERATION OF ANY MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL. FAILURE TO COMPLY WITH THIS SECTION, OR ANY SECTION OF THIS WAIVER, MAY RESULT IN SERIOUS INJURY OR DEATH TO PARTICIPANT OR ANY OTHER PARTY.** Use or possession of illegal drugs will not be permitted while in the Event Area. Participants brought to the attention of Promoters, or any other party, who are suspected of using alcohol or drugs during the Event or otherwise while operating a motor vehicle may be immediately removed from the Event Area without refund.

11. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant has read and understands any and all Event rules and applicable federal, state, and local laws. Further, **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant will comply with any and all Event rules and applicable federal, state, and local laws during the Event.

12. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant is physically able to participate in the Event, has heat training and conditioning, and has had recent physical examinations which are indicative of such ability.

13. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant has been formally trained in off-road driving, the vehicles associated therewith, off-road conditions, racing, and any and all other activities which will take place during the Event.

14. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant is not currently under the influence of drugs or alcohol, and has the full legal capacity required to execute this Waiver.

15. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant has not abused alcohol in the past or present.



## LIABILITY RELEASE AND WAIVER

16. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant has not abused drugs or any other controlled substance in the past or present.

17. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant will not act in any manner which may threaten the safety or well-being of other patrons of the Event.

18. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant currently has no criminal convictions of any kind or degree.

19. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant will take full responsibility for, indemnify, defend, and hold harmless the Releasees for any injury, property damage, or death that Participant may suffer or inflict upon others or their property as a result of Participant's participation in the Event.

20. **PARTICIPANT** hereby acknowledges, agrees, represents, warrants and understands that this Waiver shall be binding on and inure to the benefit of the Releasees and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

21. **THIS WAIVER SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. PARTICIPANT HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE DISTRICT OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF MONTAGUE, STATE OF TEXAS AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED EXCLUSIVELY IN SUCH COURTS. PARTICIPANT HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.**

22. **PARTICIPANT, TO THE FULLEST EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES, AND FOREVER FOREGOES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS WAIVER OR ANY CONDUCT, ACT, FAILURE TO ACT, OR OMISSION OF OR BY PARTICIPANT OR RELEASEES, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, OR IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS WAIVER. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS WAIVER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY PARTICIPANT, AND PARTICIPANT HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT**



**LIABILITY RELEASE AND WAIVER  
OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER  
OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.**

**23. PARTICIPANT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF PARTICIPANT'S OWN FREE WILL, AND THAT PARTICIPANT HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

24. **PARTICIPANT** hereby acknowledges, agrees, represents, warrants and understands that this Waiver constitutes the sole and only agreement of the Participant and supersedes any prior understanding or written or oral agreement between Participant and any one or more of the Releasees in respect of the subject matter of this Waiver and, the undersigned, expressly recognizes that this Waiver is a contract pursuant to which Participant has released any and all claims against the Releasees resulting from participation in off-road riding activities or the Event, including any claims related to the negligence or gross negligence of the Releasees or otherwise.

25. **PARTICIPANT**, either as an adult or the parent/legal guardian of a minor or otherwise, hereby acknowledges, agrees, represents and warrants that all rights, property, and interest in any photograph, broadcast by radio, television, motion pictures, home video productions or by any other means or medial (including any transcriptions of any such broadcast) of any off-road riding activities, as well as any and all receipts there-from, belong to the Promoters for their exclusive and unlimited use. I further agree that the Promoters, on a nonexclusive basis, may use my name and pictures (including pictures of my equipment and pictures taken during any and all Event activities) for any purpose and in any media including, but not limited to, television, motion pictures, advertising, trade, home video production or any lawful purpose, and Participant waives any right to inspect or approve of the finished version thereof. Participant also understands that Promoters may, from time to time, engage a sports marketing firm to, among other things, promote the image of the riding activities, and Participant agrees to cooperate with the Promoter and its sports marketing firm in such efforts.

26. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that Participant has familiarized his or her self with the Park Rules (available at [www. redneckswithpaychecks.com](http://www.redneckswithpaychecks.com) and further made available upon entry to the Event Area) and that Participant will abide by all such rules, and maintain compliance with any and all instructions, representations, and warranties contained in this Waiver or the Park Rules.

27. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that the failure of any one or more of the Promoters or Releasees at any time to require performance of any provision of this Waiver shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any Releasee or Promoter of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Waiver, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, or covenant of this Waiver.



## LIABILITY RELEASE AND WAIVER

28. **PARTICIPANT** hereby acknowledges, agrees, represents and warrants that the terms hereof, in the interpretation and construction of this Waiver, reflect the sole desires of the Participant, and shall not otherwise be deemed, for the purpose of construction and interpretation, that any party other than the Participant drafted this Waiver. As used herein, the following terms shall have the following meanings: (i) “hereof,” “hereby,” “hereto,” “hereunder,” “herewith” and similar terms mean of, by, to, under and with respect to this Waiver or to the other documents or matters being referenced; (ii) “heretofore” means before, “hereafter” means after, and “herewith” means concurrently with the date of this Waiver; (iii) all pronouns, whether in masculine, feminine or neuter form, shall be deemed to refer to the object of such pronoun whether same is masculine, feminine or neuter in gender, as the context may suggest or require; (iv) “including” means including, without limitation; and (v) all terms used herein, whether or not defined herein, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Waiver or the intent of any provision hereof.

**IMPORTANT NOTE: PARTICIPANT MUST FAMILIARIZE HIS OR HER SELF WITH THE TRAILS AND THEIR DIFFICULTY PRIOR TO PARTICIPATING IN ANY EVENT. PARTICIPANT WILL BE REQUIRED TO RESPECT OTHERS AND THE EVENT AREA.**

**PARTICIPANT ACKNOWLEDGES THAT NONE OF THE RELEASEES, NOR ANY AGENTS OR COUNSEL OF ANY OTHER PARTY, HAVE MADE ANY PROMISES, REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS, ORAL, OR IMPLIED, NOT CONTAINED HEREIN, TO INDUCE PARTICIPANT’S EXECUTION OF THIS WAIVER. PARTICIPANT EXPRESSLY REPRESENTS, WARRANTS, AND GUARANTEES THAT PARTICIPANT IS EXECUTING THIS WAIVER IN HIS OR HER SOLE AND ABSOLUTE DISCRETION. PARTICIPANT ACKNOWLEDGES AND WARRANTS THAT PARTICIPANT IS NOT EXECUTING THIS WAIVER IN RELIANCE ON ANY PROMISE, REPRESENTATION, GUARANTEE, OR WARRANTY. PARTICIPANT REPRESENTS AND WARRANTS THAT PARTICIPANT HAS CONDUCTED AN INDEPENDENT INVESTIGATION AND THAT PARTICIPANT HAS HAD THE OPPORTUNITY TO CONSULT WITH THE COUNSEL OF PARTICIPANT’S CHOICE AND SO HAS CONSULTED.**

**I, PARTICIPANT, HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL, IRREVOCABLE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS WAIVER SHALL APPLY TO ANY AND ALL USE OF THE EVENT AREA AND FACILITIES BY PARTICIPANT ON THE DATE AS SET FORTH BELOW AND ON ANY FUTURE DATE. THIS WAIVER REFLECTS THE ENTIRE UNDERSTANDING AND REPRESENTATION OF PARTICIPANT, AND NO**





LIABILITY RELEASE AND WAIVER  
STATEMENTS, PROMISES, OR INDUCEMENTS NOT CONTAINED HEREIN SHALL BE VALID OR BINDING. PARTICIPANT WILLINGLY, VOLUNTARILY AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT PARTICIPANT MAY HAVE, PARTICIPANT HEREBY ACKNOWLEDGES THAT PARTICIPANT IS PARTICIPATING VOLUNTARILY WITH KNOWLEDGE OF THE DANGERS WHICH ARE INVOLVED AND HEREBY FURTHER AGREES TO ASSUME ANY AND ALL RISKS, AND SIGN THIS WAIVER IN PARTICIPANT'S OWN FREE WILL AND HEREBY ARRIGMATIVELY AGREE TO BE BOUND BY IT.

IN WITNESS WHEREOF, PARTICIPANT, FOR HIM/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS HAS EXECUTED THIS WAIVER ON THE DATE SET FORTH BELOW:

|  |   |
|--|---|
| Printed Name:                          | Signature:  |
| Printed Name of Minor (if applicable): | Signature of Minor (if applicable):                                     |
| Address:                               | Today's Date:   |
| Driver's License Number and State:     | Date of Birth (include minor's date of birth if applicable): (mm/dd/yy) |

|               |
|---------------|
| Phone Number: |
|---------------|