

**THIS IS A COMPLETE LIABILITY RELEASE**  
**Contract of Release and Waiver, Assumption of Risk, and Indemnification**  
**FOR: HOG WALLER MUD BOG & ATV (A DIVISION OF MAGNOLIA DUNES, LLC)**

**BE SURE YOU UNDERSTAND THIS DOCUMENT BEFORE SIGNING**

**INTRODUCTION:** Magnolia Dunes, LLC does not offer you liability insurance protection for this event or for these adjacent premises. You could suffer personal injury, including **DEATH**, and property damage at this event or on these or adjacent premises. You are being asked to sign this contract in consideration of being allowed to enter. This contract covers any and all injuries and damages sustained by you at this event, premises and adjacent premises anytime within one year from the date you signed this contract.

**WHO BENEFITS FROM THIS CONTRACT?** The portion of this agreement, which permits you entry onto these premises, runs to your benefit and allows you to attend the event. The portion of this contract in which you agree to release, waive, assume risk and indemnify runs to the benefit of this event, its owners, tenants, operators, promoters, partners, corporate entities, shareholders, members, directors, and officers of any entity, and to the benefit of all the others participating in this event, including yourself.

**WHO IS BOUND BY THIS CONTRACT?** Until you sign your name to this document, it is an offer, which you can accept or reject. By signing, you are accepting all the terms of this contract and you are binding yourself, your heirs, your assigns, this event, its owners, its operators, its agents and its sponsors to those terms.

**PREMISES COVERED.** The premises referred to herein shall include, but not be limited to all the natural land, bodies of water, trees, fences, walls, and perimeter, all roadways and parking lots, all areas of ingress and egress, all concession areas, restrooms and comfort facilities, and any other parts and portions of these and adjacent premises.

**SITUATIONS COVERED.** The type of accidents, risks, and dangers which can cause you a personal injury including **DEATH** and/or property damage, and which are intended to be covered by this Contract of Release and Waiver, and Assumption of Risk, and Indemnification; include but are not limited to:

1. Injuries caused by nature including but not limited to water, wild animals, plants, hidden ground openings, sliding rocks, and trees;
2. Being injured while hunting by wild animals, the discharge of any weapon, or any other injury associated with hunting;
3. Entering, exiting, servicing, driving, steering, sitting in, colliding, loading or unloading, and/or crashing a vehicle;
4. Mechanically working on or repairing any vehicle or other equipment or preparing to do such repairs;
5. Being struck, contacted, injured or being in fear of injury, even if you are a spectator, laboring or competing, by any animal, vehicle, liquid, gas, fireworks, explosives, bullets or other projectiles, dirt, blacktop, stone and/or clay;
6. Being injured by electrical shock;
7. Being injured by rescue or attempt to rescue, whether such rescue is made on the premises or adjacent to the premises;
8. Eating, consuming, digesting food or beverages, even if said food or beverage is defective or harmful;
9. Being injured as a result of a defective or harmful condition in some product, place, equipment, and/or services supplied to you for your use;
10. Being injured as a result of failing to be supplied some necessary equipment by the event, its owners, and operators;
11. For all such injuries occurring within or adjacent to these premises.

**RELEASE AND WAIVER.** By signing at the bottom of the page, you are releasing this event, its owners, its operators, its officials, its sanctioning organization, its sponsors, and all others participating in this event for any personal injury including **DEATH** and/or property damage sustained by you while on these premises or on lands adjacent to these premises. The law gives you, your dependents, your assigns, and/or your estate, potential rights to sue this event its owners its operators and the others signing this release with whom you are participating in this event, if you suffer a loss here. By signing this contract, you are waiving those rights and promising not to sue the event, its owners, and sponsors and other event participants for your personal injury and property damage, whether caused by your negligence, the negligence of event owners and/or operators or the negligence of others. Even if your loss is entirely their fault, you are releasing them from any and all responsibility and liability. You are signing a complete liability release.

**INDEMNIFICATION.** By signing at the bottom, you are also indemnifying this event, its owners, and operators. That means that if they suffer any kind of loss or debt, which is due in whole, or in part to your fault, they can seek reimbursement from you for that portion of their loss or debt, which is due to your fault, even if they are partially at fault, too.

**ASSUMPTION OF RISK.** Preparation for, participation in, and observation of this event can be very dangerous activities, which can injure your person and damage your property, or even cause **DEATH**. Although you are aware of those risks, you are still voluntarily going ahead and entering these dangerous premises. That means that you are "assuming the risk" inherent in entering and being a part of the event and, if you suffer a loss because of those risks, you will **not** be allowed to make a claim against this event, its owners, sponsors, operators and other participants. If you become aware of any dangers, risks, or defects, you do not wish to assume, you are responsible for removing yourself from the premises and are still "assuming the risk" while removing yourself from the premises.

**BY SIGNING YOUR NAME AT THE BOTTOM,** you hereby agree that you have read or have been given opportunity to read this contract and you agree that you understand it. If any paragraph or provision of this contract is deemed illegal, the rest of the document shall stand in full force and effect.

**RULES.** By signing this agreement, you hereby agree to follow any and all the event's rules, regulations and responsibilities, printed, published or posted, together with those rules and practices which are the custom of the event.

**COPIES OF THIS CONTRACT ARE AVAILABLE TO YOU.** Upon request, you will be given a copy of this agreement.

**USE OF YOUR LIKENESS.** By signing, you are hereby allowing this event to use your name, your photo, your likeness and your vehicle's likeness for any purpose.

**ARBITRATION.** Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in Palatka, Florida, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

**CHOICE OF LAW.** All questions concerning the construction, validity, and interpretation of this Contract and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida

**WITNESSED BY:** \_\_\_\_\_

(Print Name of Staff member viewing signatures followed by Staff member's Signature)

DATE \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

**THIS IS A COMPLETE LIABILITY RELEASE**

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