

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
ENTER AT YOUR OWN RISK**

Hog Waller Mud Bog & ATV A Division of Magnolia Dunes, LLC

Date: _____

IN CONSIDERATION of being permitted to compete, officiate, observe, enter the premises, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose the PREMISES of the Hog Waller Mud Bog & ATV(Premises is being defined as being anywhere on the property of the Hog Waller Mud Bog & ATV) including any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit area), EACH OF THEUNDERSIGNED, for himself/herself , his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he/she has or will immediately upon entering the PREMISES including any RESTRICTED AREAS, and will continuously thereafter, inspect the PREMISES, including the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or on the PREMISES including any RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the PREMISES or the RESTRICTED AREA immediately.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations thereof, track operations, track owners, officials, car owners, drivers, pit crews, rescue personnel, and promoters, sponsors, advertisers, owners, property owners, or any affiliated entities or subsidiaries, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES'S", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING ANYWHERE ON THE PREMISES OR OUT OF OR RELATED TO ANY EVENT(S) OR FOR ANY REASON WHATSOEVER WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY,DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE that may occur, whether occurring prior to, during or subsequent to any EVENT or arising out of my presence or participation or claims for any reason whatsoever whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising for any reason whatsoever, whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

5. HEREBY acknowledges that ANY AND ALL ACTIVITIES ON THE PREMISES AND ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to any and all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and it intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST ALLOWED BY LAW.

PRINT NAME _____ SIGN NAME HERE _____
I HAVE READ THIS RELEASE I HAVE READ THIS RELEASE

General MS