

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PATRON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

DRIVERS LICENSE NUMBER: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

For purposes of this Agreement, "Minor" shall include all of the following people under the age of 18 for whom Patron is the legal guardian (list every minor included in this Agreement):

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

In consideration of the Patron and the Minor(s) being permitted to enter onto the real property and utilize the real property and improvements (the "Premises") operated by Muddy Bottoms ATV & Recreation Park LLC ("Muddy Bottoms"), and to participate in any and all activities on the Premises, including, but not limited to, using or operating all-terrain vehicles, motorcycles, and any and all other types of motorized vehicles for on-road and off-road use, motor-cross or racing, utilizing any and all tracks, trails, improvements, buildings, facilities, equipment or goods operated by Muddy Bottoms for any reason, or participating in or observe events sponsored by Muddy Bottoms (collectively, the "Activities"), the Patron, individually and on behalf of the Minor(s) as legal guardian, and each of the Minors for himself/herself and for his/her heirs, personal representatives, successors and assigns, agree to the following terms and conditions:

1. Patron, individually and on behalf of the Minor(s) as legal guardian, acknowledges and agrees to the following:
  - a. He/she is on the Premises voluntarily and of his/her/their own free will choosing to participate in the Activities, and it is the Patron's choice to enter and bring the Minor(s) onto the Premises, and that the Activities may involve travel on motor vehicles at a high rate of speed and that such Activities are subject to mishap and even injury to or the death of participants and or spectators, including, but not limited to, broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property.

- b. It is his/her sole responsibility to keep himself/herself and the Minor(s) away from all unsafe or dangerous conditions, which includes potential contact with snakes, spiders and wild animals, and Patron will remain solely responsible for himself/herself and the Minor(s) in any incident on the Premises.
  - c. There are certain inherent risks of physical injury or exposure to waterborne diseases, to Patrons and the Minor(s), on the Premises.
  - d. Patron and/or Minor(s) may be injured, damaged or die as a result of the acts or omissions of other persons.
  - e. Any water marked as "non-potable" has not been treated in any manner whatsoever.
2. Patron, individually and on behalf of the Minor(s) as legal guardian acknowledges and agrees to the following:
- a. He/she VOLUNTARILY ASSUMES THE FULL RISK of any injuries, illnesses, damages or loss, regardless of the severity thereof, that Patron and the Minor(s) may sustain as the result of engaging in any Activities at and on the Premises. The risk of injury includes, but is not limited to, minor injuries such as abrasions and bruises, and more serious injuries such as broken bones, muscle pulls and dislocations. The risk of injury also includes catastrophic injury such as permanent paralysis or even death. The risk of illness includes the exposure to waterborne illnesses, including E-coli, Cryptosporidiosis, and other infections. Patron, individually and on behalf of the Minor(s) as legal guardian, understands that even with caution and reasonable hygiene, waterborne bacteria and parasites can infect participants in Activities at the Premises who touch water, are splashed, or who swallow and inhale even small amounts of water. Symptoms of waterborne illnesses include cramps, nausea, fever and severe diarrhea.
  - b. He/she, with the full knowledge of the potential risks for injury, illness or disease, the Patron hereby GIVES CONSENT TO PARTICIPATE IN SUCH ACTIVITIES for himself/herself and the Minor(s) and represents that Patron has full legal authority to provide such consent.
  - c. Acknowledging that such risks exist, Patron, individually and on behalf of the Minor(s) as legal guardian and all of their personal representatives, assigns, heirs, and next of kin, hereby forever AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AND WAIVES, RELEASES, DISCHARGES AND COVENANTS NOT TO SUE Muddy Bottoms, promoters, participants, racing associations, sanctioning or administrative organizations thereof, sponsors, advertisers, Premises and events inspectors, and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the Premises or event(s) thereon, and for each of them, their respective owners, officers, managers, members, employees, representatives, agents, affiliates, subsidiaries, successors, and assigns (the "Released Parties"), of and from any and all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, that the Patron, Minor(s), anyone on Minor's behalf, his/her heirs, or personal representatives have or may have for or relating to any injury or damage to Patron and/or any Minor's person or property suffered or claimed to have been suffered by Patron and any Minor, or death which arises out of, is related to, results from, or is caused in whole or in part by Patron or Minor's participation in any of the Activities at Muddy Bottoms, the Premises, or a Muddy Bottoms-sponsored event, including, but not limited to, any claim that an act or omission was caused in whole or in part by the negligence of one or more of the Released Parties or by hidden, latent or obvious defects at Muddy Bottoms, the Premises or a Muddy Bottoms sponsored event.
  - d. He/she, with full knowledge and acceptance of these facts and obligations, EXPRESSLY ASSUMES THE RISK of their participation in the Activities and agrees that Muddy Bottoms and the Released Parties shall have no liability or legal duty to Minor(s) or the Patron for the risks that Patron, individually and on behalf of the Minor(s) as legal guardian, is voluntarily and expressly assuming.
  - e. He/she further agrees to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any claim, action or proceeding from and against all liabilities, strict liability, claims, damages, punitive damages, property damage, actions or causes of action, for or relating to Patrons and/or Minor's participation in any of the Activities at Muddy Bottoms, the Premises, or a Muddy Bottoms' sponsored event.
  - f. He/she understands the safety concerns and is SOLELY RESPONSIBLE for Patron's and the Minor(s)' safety, as well as for Patron's and the Minor(s)' failure to comply with the terms of this Agreement, regardless of whether the act or omission was caused in whole or in part by the negligence of one or more of the Released Parties or by hidden, latent or obvious defects at the Premises.
  - g. He/she certifies, covenants and warrants that Patron and the Minor(s) have the skills and ability needed to carefully and competently participate in the Activities, which Patron and the Minor(s) will employ.
  - h. Patron has inspected the vehicle(s) that Patron and the Minor(s) brought to the Premises or a Muddy Bottoms sponsored event, and that Patron and Minors have no knowledge of any condition that might

render the vehicle(s) or Patron's or the Minor(s)' abilities to control the vehicle(s) in an unsafe manner in any way.

- i. He/she certifies that Patron and the Minors have no health condition that will put Patron, the Minor(s), or others at increased risk while participating in the Activities;
  - j. He/she agrees that Patron and the Minor(s) will follow all rules set forth by Muddy Bottoms as they relate to the Activities and further agrees to adhere to all safety standards applicable to the safe operation of any vehicle, offroad or otherwise, as set forth by the manufacturer of said vehicle.
  - k. He/she certifies that Patron and the Minor(s) have sufficient health, accident, and liability insurance to cover bodily injury or property damage Patron and/or Minor(s) may incur while on the Premises and to cover bodily injury or property damage caused to a third party as a result of their participation in the activities described above. If Patron has no insurance for himself/herself and/or the Minor(s), Patron certifies that he/she is capable of personally paying for any and all such expenses or liability for himself/herself and the Minor(s).
  - l. He/she agrees that Muddy Bottoms may take and use photographs, video, film, and other images of Patron or the Minor(s) participating in or observing activities. Patron, individually and on behalf of the Minor(s) as legal guardian, waives the right of privacy, publicity, compensation, copyright or other rights to those images and consents to Muddy Bottoms using those images for any purpose of himself/herself and any Minor.
3. The laws of the State of Louisiana shall govern this Agreement. Any provision, clause or term of this Agreement that is invalid, illegal or unenforceable in any respect shall be severed and be made ineffective to the extent of such invalidity, illegality or unenforceability without in any way affecting the validity, legality or enforceability of the remaining provisions and terms of the Agreement.

I am the true and correct legal guardian of the Minor(s) and have read and fully understand this Assumption of Risk, Release of Liability and Indemnity Agreement and agree personally and on behalf of the Minor(s) to be bound by its terms. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM WAIVING SIGNIFICANT LEGAL RIGHTS, INCLUDING THE RIGHT TO ASSERT CLAIMS AGAINST, SUE OR RECOVER FROM MUDDY BOTTOMS AND THE RELEASED PARTIES BOTH PERSONALLY AND ON BEHALF OF THE MINOR(S). I sign this Agreement freely and willingly.

Print Patron/Legal Guardian Name: \_\_\_\_\_

Patron/Legal Guardian Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY/PARISH OF \_\_\_\_\_.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed, in his/her capacity as Legal Guardian.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

\_\_\_\_\_  
Notary Public