

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

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for _____ (print name of person) entering Red Creek Off-Road, hereinafter referred to as "Participant". Participant is:

() Over the age of eighteen (18)

() Under the age of eighteen (18) and, if under the age of eighteen (18) _____ (Print name of Legal Guardian of Participant) is the Legal Guardian for

the above. Participant agrees to this Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for any purpose for which Participant enters Red Creek Off-Road.

The term of this Agreement shall begin on _____, 20____ and continue in full force and effect from that date until December 31, 20_____.

Participant (and Guardian) in consideration for being permitted to enter Red Creek Off-Road to compete, officiate, observe, work for or participate in any way in the Event(s) or being permitted to enter for any purpose 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), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and /or refuse to participate further in the EVENT (S).

2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Red Creek Off Road LLC, Red Creek Capital Investments LLC, Outlaw Speedway LLC, Turkey Land Holdings LLC, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any RESTRICTED AREA, sponsors, advertisers, the owners, lessees and lessors of premises used to conduct the EVENT (S), 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 the premises or EVENTS(S) and each of them, their directors, officers, agents, and employees, all of the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin **FOR ANY LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), 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 they may incur arising out of or related to the EVENT(S) 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 out of or related to the Event(s) whether caused by the negligence of releasees or otherwise.**

5. Hereby acknowledge that the activities of the event(s) are very dangerous and involve the risk of serious injury 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 Agreement extends to all acts of negligence by the Releasees, Including Negligent Rescue Operations and is 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.

_____ Participant's Initials _____ Guardian's Initials

7. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

8. This Agreement shall be construed under and in accordance with the laws of the STATE OF MISSISSIPPI.

9. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10. This agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreement between the Parties respecting the subject matter of this Agreement.

11. I have read and understand the Manufacturer's Recommended Safe Operating Guidelines for the ATV/RUV that I/my family member will be operating/riding and agree to adhere to these "Guidelines".

12. I understand that the safe operation of an ATV/RUV includes riding with a "buddy" who is capable of rendering assistance.

13. I understand and agree that I will maintain direct control over the minor who I am the legal guardian of while he/she is operating/riding as a passenger on an ATV/RUV. I grant my irrevocable permission to the Red Creek Off-Road Park, LLC and its authorized agents, to use my name, email and any photographs, videotapes, motion pictures, recordings, or any other record of my participation in this event.

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 BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL REVOCATION OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BY EITHER A PARTICIPANT AND/OR A PARTICIPANT'S GUARDIAN MUST BE MADE IN WRITING AND DELIVERED BY HAND TO RED CREEK OFF-ROAD, LLC OR MAILED RETURN RECEIPT REQUESTED TO 1192 Vestry Rd, Perkinston, Mississippi 39573.

If Participant Is Under Eighteen (18) Years of Age:

Signature of Legal Guardian

Date of Signature

If Participant Is Over Eighteen (18) years of Age:

Signature of Participant

Date of Signature

Address

City, State & Zip

Phone #

E-mail Address

IF PARTICIPANT IS UNDER 18 AND GUARDIAN IS NOT PRESENT UPON PARTICIPANT'S ENTRY, GUARDIAN'S SIGNATURE MUST BE NOTARIZED.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20____,

by _____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTARY'S PRINTED NAME: _____

