



In consideration of being allowed to participate in any way in the Mud West Fun Fest races, competitions, related events and/or activities (known going forward as "the Event"), I acknowledge, covenant and agree that:

1. The risk of injury, illness, disability and/or death from the activities involved in the Event are tangible and include, but not limited to the following: (A) sprains; (B) strains; (C) fractures; (D) cuts, tears and abrasions; (E) bruises; (F) heat and cold injuries; (G) drowning and near-drowning; (H) over-use injuries; (I) animal and/or insect bites and or/stings; (J) accidents and/or injury involving, but not limited to falling, slipping, climbing, running, or hiking; (K) heart attack; (L) potential for permanent paralysis and/or death; (M) illness; (N) those risks created by other Event participants; and (O) those risks due to defects or conditions of or at the Event. While particular rules, equipment and personal discipline may reduce these risks, the risk of death, illness, disability or injury does exist;
2. AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks of all nature for my participation in the Event;
3. I agree to abide by any decision of an Event official relative to my ability to safely complete the Event, which decision is at the sole discretion of the Event official and I agree lack of a decision does not create any liability or waiver thereof whatsoever;
4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE the Mud West Fun Fest and their officers, directors, members, managers, representatives, officials, or owners, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, ILLNESS, INCAPACITY, DAMAGES, EXPENSES, DEATH, and/or loss or damage to person or property incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with the Event.
5. I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in the Event is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization. I understand and agree that children under the age of 12 are not permitted to participate or accompany me in the Event unless a parent or guardian signs a waiver on their behalf, and if no signature is obtained, I assume full and complete liability and this Agreement extends to such minor's participation.
6. I consent to administration of first aid and other medical treatment and transportation in the event of any injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. This release extends to any liability arising out of, or in any way connected with the medical treatment and/or transportation.
7. The Event may be postponed, cancelled, or modified due to weather conditions, Acts of God or other factors beyond the control of any Releasee. There is NO REFUND granted.
8. I acknowledge and verify that I may be dismissed from participation, without refund, if I endanger the safety or negatively affect the Event, a person, a facility or property of any type of kind.
9. I hereby irrevocably, absolutely and in perpetuity, grant unlimited permission to the Releasees to film, videotape and record gratis the performance of the above named participant in the Event and subsequently to telecast, sell, distribute and other utilize the same in whatever manner Releasees deem appropriate. Such permission includes without limitation granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to own, use, publish, republish, copyright, reproduce, sell, distribute, or broadcast my name, nickname, image, likeness, voice, photograph, signature facsimile, biographical information or any other depiction of any kind of me or my likeness (collectively the "Images"), in connection with or due to my

participation in the Event, in any electronic or print format or media or format whatsoever, whether such format is now known or later developed. I acknowledge and agree that Releasees and their representatives will have this unlimited right throughout the world.

10. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate, heirs or assigns.

11. I understand and acknowledge that participation in the Event is strictly personal and registration cannot be transferred. I understand that participation as part of a team requires that all members of the team sign a waiver of liability and release and that participation in the Event will be deemed full agreement to each and every term of this waiver of liability and release. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION AND WARNING OF RISK AGREEMENT, I DO FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

When registering online, my online agreement shall substitute for and have the same legal effect as an original form signature.

Signature of Participant

Date

Printed Name of Participant

Signature of Guardian if
Participant is under age of 12

Date