

BOGGS AND BOULDERS OFF-ROAD PARK AND CAMPGROUND, LLC

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

IN CONSIDERATION OF MY MINOR CHILD ("THE MINOR") BEING PERMITTED TO PARTICIPATE IN ANY WAY IN ANY AND ALL EVENTS OR ACTIVITIES OR SITUATIONS OCCURRING WITHIN THE BOGGS AND BOULDERS OFF-ROAD PARK AND CAMPGROUND, LLC (EVENTS) AND/OR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA(S) (DEFINED TO BE ANY AREA WHICH REQUIRES SPECIAL AUTHORIZATION, CREDENTIALS, OR PERMISSION TO ENTER OR ANY AREA TO WHICH ADMISSION BY THE GENERAL PUBLIC IS RESTRICTED OR PROHIBITED), I AGREE:

1. I KNOW THE NATURE OF THE EVENT(S) AND THE MINOR'S EXPERIENCE AND CAPABILITIES, AND BELIEVE THE MINOR TO BE QUALIFIED TO PARTICIPATE IN THE EVENT(S). I WILL INSPECT THE PREMISES, FACILITIES, AND EQUIPMENT TO BE USED, OR WITH WHICH THE MINOR MAY COME INTO CONTACT. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND AND WILL INSTRUCT THE MINOR THAT: (A) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS AND PARTICIPATION IN THE EVENT(S) AND/OR ENTRY INTO RESTRICTED AREAS INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY THE MINOR'S OWN ACTIONS, OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE EVENT(S), THE RULES OF THE EVENT(S), THE CONDITION AND LAYOUT OF THE PREMISES AND EQUIPMENT, AND/OR THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (C) THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR THAT ARE NOT READILY FORESEEABLE AT THIS TIME; (D) THE SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES THAT COULD RESULT FROM THOSE RISK(S) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I CONSENT TO THE MINOR'S PARTICIPATION IN THE EVENT(S) AND/OR ENTRY INTO RESTRICTED AREAS AND HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES< COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, CAR OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY RESTRICTED AREAS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S) AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, MEMBERS, AFFILIATES, SUCCESSORS AND ASSIGNS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES," FROM ALL LIABILITY TO ME, THE MINOR, MY AND THE MINOR'S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, INCLUDING, BUT NOT LIMITED TO, DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE
5. IF, DESPITE THE RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF, MAKES A CLAIM AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE
6. I SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF THE MINOR.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT. I AM FULLY AWARE THAT IT IS ILEGAL TO FORGE A SIGNATURE ON A LEGAL DOCUMENT. BY SIGNING THIS MINOR WAIVER I AM STATING THAT I AM THIS MINOR'S BIOLOGICAL OR BY LEGAL DOCUMENTATION BY MY STATE THE LEGAL GUARDIAN OF THIS MINOR.

INITIAL _____ I AM BIOLOGICAL PARENT INITIAL _____ I AM LEGAL GUARDIAN AND HAVE PROVIDED LEGAL DOCUMENTS DATE _____

PARENT OR LEGAL GUARDIAN SIGNATURE PRINTED NAME OF PARENT OR LEGAL GUARDIAN PHONE NUMBER

PRINTED NAME OF MINOR PARTICIPANT DATE OF BIRTH OF MINOR PARTICIPATE EMERGENCY CONTACT AND PHONE NUMBER

COPY OF PARENT OR LEGAL GUARDIAN ID BELOW

(IF NOTORIZED) SUBSCRIBE AND SWON TO AT: _____ BEFORE ME THIS _____ DAY _____ A.D. 20 _____

SIGNATURE OF NOTARY PUBLIC _____ PRINTED NAME OF NOTARY PUBLIC _____

_____ COUNTY, STATE OF _____ MY COMMISSION EXPIRES: _____

