

# Parental Consent, Release & Waiver of Liability Assumption of Risk, and Indemnity Agreement

Iron Horse Mud Ranch 8999 US Highway 19 S., Perry FL 32348

October 18-21, 2018

EVENT NAME and LOCATION

DATE(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in any activities or event(s) and/or being permitted to enter for any purpose onto the PREMISES of the Iron Horse Mud Ranch (Premises is being defined as being anywhere on the property of the Iron Horse Mud Ranch) including any RESTRICTED AREA(S) (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), I agree:

- I know the nature of the activities on the PREMISES and 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 in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE AREA RESTRICTED OR OTHERWISE AND TO REFUSE TO FURTHER PARTICIPATE IN ANY ACTIVITIES OR EVENT(S).
- I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES ON THE PREMISES AND THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into the Premises including the Restricted Areas involve 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, or the NEGLIGENCE OF THE "RELEASEE'S 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 Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
- I consent to the Minor's participation in the activities or Event(s) that occur on the Premises and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ANY AND 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.
- 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 on the Premises including in any RESTRICTED AREA, promoters, sponsors, advertisers, owners, property owners, its subsidiaries or affiliates and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, brokers, consultants and any 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, and employees 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 including, but not limited to the death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

HAVE READ AND I UNDERSTAND THIS RELEASE

**\*PLEASE NOTE: BOTH PARENTS MUST SIGN THE MINOR WAIVER!!**

5. If, despite this release, I, the MINOR or anyone on the Minor's behalf makes a claim against any of the "RELEASEES" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND their insurance carrier, and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR

HAVE READ THIS RELEASE

SIGNATURE OF (Mother/Guardian)

PRINTED NAME OF Mother/Guardian

DATE

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 IDEMNITY 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. .

**SIGNATURE OF BOTH PARENTS IS REQUIRED**

SIGNATURE OF (Father Guardian)

PRINTED NAME OF Father Guardian

DATE

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

**\*PLEASE NOTE: BOTH PARENTS MUST SIGN THE MINOR WAIVER!!**

## MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

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I HAVE OBTAINED MY PARENT'S CONSENT TO ENTER THE Premises and participate in the above event(s), I understand that I am assuming all of the risks if I get or KILLED during the event(s) and I state the following:

**HURT**

- Both my parents and I believe I am qualified to participate in the event(s), I will inspect the premises and equipment and if, at any time I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s)
- I understand that the ACTIVITIES OCCURRING ON THE PREMISES AND OF THE EVENT ARE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
- I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in any activity on the Premises including any of the EVENT(S), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons or entities or their affiliates and subsidiaries responsible for conducting the EVENT(S).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY. I HAVE READ AND I UNDERSTAND THIS RELEASE

I HAVE READ THIS RELEASE

SIGNATURE OF (Minor Participant)

PRINTED NAME OF Minor Participant

AGE

DATE

I HAVE READ THIS RELEASE

**WITNESS SIGNATURE**

**PRINTED NAME OF WITNESS**

**DATE**

Parental Consent Form IH as of 1 12 2017