

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

This is a Release and Waiver of Liability and Assumption of Risk and Indemnity Agreement for \_\_\_\_\_ (print name of person) entering Sloppy Bottom Park (the "Premises"), 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 Sloppy Bottom Park.

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 Sloppy Bottom Park and to participate in any way in the amenities, activities, and other authorized uses of the Premises (the "Event") or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area designated as "RESTRICTED" or 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 AREA and/or refuse to participate further in the EVENT(S).
2. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** Sloppy Bottom Park, LLC, its members, agents, employees, contractors, subcontractors, successor and assigns, together with 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 the 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 and each of them, their directors, officers, agents, and employees (collectively referred to herein 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 DEATH OR INJURY TO THE PARTICIPANT'S PROPERTY ARISING OUT OF OR RELATED TO PARTICIPANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR PARTICIPATION IN THE EVENT, 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 and 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.
8. This Agreement shall be construed under and in accordance with the laws of the STATE OF TEXAS.
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 the Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
10. The 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 the 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 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.

14. I certify that I have sufficient health, accident, and liability insurance to cover bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused by a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

15. I also understand that I may be exposed to other dangerous conditions, risks and hazards at the Sloppy Bottom Park, including, but not limited to, poisonous snakes, insects, spiders, blinds and tree stands, any type of infectious bacteria located in the soil or waterways, erosion and general conditions of the land both on and off the roadways and in swimming or camping areas, which may create hazardous driving and walking conditions, animals both domestic and wild, which may be diseased and are potentially dangerous: deep waters, other persons with all-terrain vehicles on or off Sloppy Bottom Park Property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON THE SLOPPY BOTTOM PARK PROPERTY.

16. I agree to become familiar with and abide by all written and/or posted rules of Sloppy Bottom Park as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of Sloppy Bottom Park and personnel. I further agree not to challenge these rules, directions, instructions or decisions on any basis at any time.

17. In the event of a legal issue, **I agree to engage in good faith efforts to mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Participant hereby waives his or her right to trial by jury, and should any legal issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my use or occupancy of the Premises or out of my participation in an Event **shall be submitted to binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. **I confirm that I am waiving my right and the minor's right to sue for any grievance under this contract and that arbitration is my only dispute resolution option.**

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND 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 SLOPPY BOTTOM PARK, LLC OR MAILED RETURN RECEIPT REQUESTED.

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

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Date of Signature

**If Participant Is Over Eighteen (18) Year of Age:**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
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: \_\_\_\_\_ PLACE  
SEAL HERE – NOT VALID WITHOUT SEAL

NOTARY'S PRINTED NAME: \_\_\_\_\_