

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MM on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by MM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MM from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration of the service of MUDMUCKERS, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MM"), I hereby agree to release, indemnify, or discharge MM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that riding an ATV/Truck/Swamp Buggy entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** There is the possibility of rough terrain. Passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; the machine itself may fail; and slips and falls are always a possibility on hikes.

Furthermore, MM employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MM from any and all claims, demands, or caused of action, which are in any way connected with my participation in this activity or my use of MM equipment or facilities, **including any such claims which allege negligent acts or omissions of MM.**
4. Should MM or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against MM, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by MUD MUCKERS (hereinafter collectively referred to as "MM"), that we should purchase and/or wear properly fitted and secured DOT or SNELL certified helmet while riding or being around ATV'S/Trucks/Swamp Buggy (whether on the premises or MM or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as result of a fall(s) or any other occurrence associated with this activity and that no form of preplanning can remove all of the danger to which we are exposing ourselves. Against the advice of MM, the guide/instructor, numerous court cases and MM's insurance company, we are refusing this critical safety precaution.

SIGNER STATEMENT OF AWARENESS

**I/we the undersigned, have read the forgoing statement carefully before signing and do understand its warnings and assumption of risks.**

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Signature of Rider (spouse must sign for themselves)

Date

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Signature of parent, guardian and or spouse

Name of additonal minor(s) rider(s)

Date