

## PARTICIPANT AGREEMENT, RELEASE & ASSUMPTION OF RISK

### By signing, you agree to receive text/emails about Soggy Bottom Events and affiliate offers.

In consideration of the services of Soggy Bottom Mud Pit, LLC (hereinafter referred to as SBMP), their agents, owners, officers, volunteers, employees and all other persons or entities acting in any capacity or on their behalf, I hereby agree to release, indemnify and discharge SBMP on behalf of myself, my spouse, my children, my parents, my heirs, assigns or personal representative and estate as follows:

1. I acknowledge that my participation in mud bog events 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:** slips and falls; the possibility of rough terrain; colliding with objects or other people, drivers may 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, equipment or other objects; injuries can be sustained from the track, equipment or from items on the track such as holes, bumps, ruts, obstacles or rocks; strains, sprains, broken bones and musculoskeletal injuries, head, neck & back injuries; cuts, abrasions and surroundings which could cause hypothermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites & hazardous plant life; further, passengers can be thrown from their vehicle or machine which can result in any of the above events occurring; collisions and flipping over; the negligence of participants, other persons who may be present; accidents or illness can occur in remote places without medical facilities; transmissible pathogens or diseases; my own physical condition and the physical exertion associated with this activity

Furthermore, SBMP personnel 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 & promise to accept & assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate despite the risks.

3. I hereby voluntarily release, forever discharge & agree to indemnify and hold harmless SBMP from any and all claims, demands or causes of action which are in any way connected with my participation in this activity or my use of SBMP's equipment or facilities **including any such claims which allege negligent acts or omissions of SBMP.**

4. Should SBMP 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 rise of any medical or physical condition I may have.

6. In the event I file a lawsuit against SBMP, I agree to do so solely in the state of Georgia, 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.

**By signing or printing 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 SBMP on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at SBMP. I have had sufficient opportunity to read this document. I have read & understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ E-mail \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of the following minor(s): print name(s) and DOB(s) \_\_\_\_\_  
\_\_\_\_\_ being permitted by  
SBMP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SBMP from any and all claims which are brought by or on behalf of minor(s) and which are in any way connected with such use or participation by minor  
Parent or Guardian: \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

### PROTECTIVE RIDING HEAD GEAR REFUSAL AGREEMENT

I, for myself have been fully warned & advised by SBMP that I should purchase and/or wear a properly fitted & secured DOT or SNELL certified helmet while riding or being around off highway vehicles (whether on premises of SBMP or off premises) in order to reduce the severity of some of my head injuries & to possibly prevent my death from happening as a result of a fall(s) or any other occurrence associated with this activity. I realize that I am subject to injury from this activity & that no form of preplanning can remove all of the danger to which I am exposing myself too. Against the advice of SBMP, the guide/instructor, numerous court cases and SBMP's insurance company, I am refusing this critical safety precaution.

### SIGNER STATEMENT OF AWARENESS

\_\_\_\_\_ NAME OF RIDER \_\_\_\_\_ SIGNATURE OF RIDER