

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

1. I acknowledge that my participation in mud bog event activities 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 including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; equipment failure; condition of the track; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and 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, or 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 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 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 risk of any medical or physical condition I may have.
6. In the event that 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 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 entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ 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(s).

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

## **PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT**

I, for myself have been fully warned and advised by Soggy Bottom Mud Pit, LLC (hereinafter collectively referred to as "SBMP"), that I should purchase and/or wear a properly fitted and secured DOT or SNELL certified helmet while riding or being around off highway vehicles (whether on the premises of SBMP or off the premises) in order to reduce the severity of some of my head injuries and to possibly prevent my death from happening as the result of a fall(s) or any other occurrence associated with this activity. I realize that I am subject to injury from this activity and 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

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

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Name of Rider

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Signature of Rider (spouse must sign for themselves)

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Date