

**DIRTYTURTLEOFFROAD, AND
MUDDYMOTORSPORTS, LLC**

**THIS IS A RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING THIS DOCUMENT –
IT IS A BINDING AGREEMENT**

WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of DIRTYTURTLEOFFROAD, and MUDDYMOTORSPORTS, LLC, their owners, managers, members, agents, officers, employees and other associates furnishing access, facilities, services, material and/or equipment to enable me to participate in off-pavement activities, and allowing access to an off-road vehicle park, guided trail ride, general admission to DirtyTurtleOffroad, off-road related group/club activities, motorcycle riding, or ATV/Quad riding, camping, hiking, biking, or any other activities, scheduled or unscheduled (the “Activities”), I agree as follows:

I understand and acknowledge that: (a) risks and dangers exist in the use of any motorized vehicle for the Activities of which I may partake as a part of, prior to, or after participation in the present event; (b) my participation in such Activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, or other injuries or ailments that could cause serious disability or death; (c) these risks and dangers may be caused by the negligence of the owners, managers, members, employees, officers, or agents of DIRTYTURTLEOFFROAD, or MUDDYMOTORSPORTS, LLC, the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature or other causes; (d) these risks and dangers may arise from foreseeable or unforeseeable causes; and (e) by my participation in these Activities, facilities and/or use of equipment, **I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES**, whether caused in whole or in part by the negligence or other conduct of the owners, managers, members, agents, officers, or employees of DirtyTurtleOffroad, MuddyMotorsports, LLC, or any other person.

I, for myself and any minor participants in my care, custody or control, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify DIRTYTURTLEOFFROAD, and MUDDYMOTORSPORTS, LLC, their owners, managers, members, agents, officers, employees and other associates for all acts and conduct, negligent or otherwise, and from all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my participation in these Activities.

I specifically understand that I am waiving and forever releasing DIRTYTURTLEOFFROAD, and MUDDYMOTORSPORTS, LLC, their owners, managers, members, agents, officers, employees and other associates from any and all claims or causes of action that I may have presently or which may arise in the future. This waiver and release shall be binding upon my personal representatives, heirs and assigns, and those of any minor participant under my care, custody or control.

I agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability or this Release or any provision contained within it, proper Jurisdiction and Venue will lie only in Trimble County, Kentucky and I waive Jurisdiction and Venue anywhere else.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE DIRTYTURTLEOFFROAD and MUDDYMOTORSPORTS, LLC, THEIR OWNERS, MANAGERS, MEMBERS, AGENTS, OFFICERS, EMPLOYEES AND OTHER ASSOCIATES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. I FURTHER EXPRESSLY AGREE THAT THE FOREGOING WAIVER AND RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW, AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT SUCH PROVISION SHALL BE REFORMED TO THE MINIMUM EXTENT NECESSARY TO GIVE IT BINDING AND ENFORCEABLE EFFECT, AND THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

_____ I CERTIFY THAT THE VEHICLE(S) I BRING TO THIS EVENT IS/ARE LICENSED AND REGISTERED IF REQUIRED BY LAW, INSPECTED, AND INSURED, AND THAT I HAVE NO KNOWLEDGE OF ANY CONDITION THAT MIGHT RENDER THE VEHICLE(S) UNSAFE IN ANY WAY. I CERTIFY THAT I AM PHYSICALLY AND MENTALLY HEALTHY AND HAVE NO CONDITION THAT WILL PUT ME OR OTHERS AT RISK WHILE PARTICIPATING IN ANY ACTIVITIES, SCHEDULED OR UNSCHEDULED, AS HEREIN DESCRIBED.

_____ I CERTIFY THAT: WHILE RIDING AN ATV OR DIRTBIKE I WILL WEAR A HELMET AT ALL TIMES; ONLY ONE PERSON AT A TIME SHALL BE ALLOWED TO RIDE ON ANY DIRTBIKE OR ATV (UNLESS CERTIFIED FOR PASSENGERS); I WILL OBEY THE SPEED LIMITS IN THE PARKING AREA AND MAIN ACCESS ROAD; I WILL NOT LITTER NOR WILL I CONSUME ANY ALCOHOL, DRUGS, OR ANY OTHER SUBSTANCE WHICH MIGHT IMPAIR MY PHYSICAL ABILITIES OR JUDGMENT WHILE IN THE TRAIL SYSTEM; I WILL EXIT THE TRAIL AREA BEFORE DARK, UNLESS PARTICIPATING IN A SANCTIONED AFTER-DARK EVENT.

_____ I CERTIFY THAT I HAVE REVIEWED AND UNDERSTAND THE RULES OF DIRTYTURTLEOFFROAD AND WILL ADHERE TO THEM.

PARTICIPANT - *SIGNATURE*

DATE SIGNED

PLEASE PRINT NAME – *MUST BE LEGIBLE*

DATE OF BIRTH

ADDRESS CITY, STATE ZIP CODE

EMERGENCY CONTACT: NAME _____ PHONE (____) _____ - _____

PARENT OR GUARDIAN SIGNATURE FOR PARTICIPANT UNDER 18 YEARS OF AGE

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