



**MOUNTAIN MUD POKER RUN LIABILITY WAIVER & RELEASE
OF LIABILITY AND INDEMNITY AGREEMENT**



IT IS THE PURPOSE of this agreement to exempt, waive and relieve releases from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include the Mountain Mud & their affiliates, officers, directors, managers, employees, representatives, agents and volunteers, and their successors-in-interest, if any. 1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the releases from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event. 2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise. 4. THE UNDERSIGNED ACKNOWLEDGES, AGREES AND UNDERSTANDS that the use of ATV/SXS or other types of recreational machines for the event may involve risks to participant's person and property, including personal injury, disability, paralysis, or death, and damages which may arise therefrom, and that the undersigned has full knowledge of such risks. 5. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations. 6. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Print Rider's Name: _____

Phone: _____ **Email:** _____

Address: _____

Signature of Rider: _____ **Date:** _____

Print Passenger's Name: _____

Signature of Passenger: _____ **Date:** _____

If passenger is under 18 years of age relationship of signer _____

Must have a release for everyone in the ATV/SXS or any other type of machine participating in the Poker Run. Even if the passenger is not playing there still needs to be a release signed.