

# MOUNTAIN MUD

## Liability Waiver

Date: \_\_\_\_\_  
First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

### ATTENTION: READ THE FOLLOWING STATEMENTS CAREFULLY

**PARTICIPATION IN MOUNTAIN MUD:** Your participation in events at Mountain Mud is conditioned upon compliance with all event coordinators instructions, user rules and West Virginia Law, and upon execution of this document. Your execution of this document constitutes your agreement to comply with all the instructions, rules and laws. Violation of any instructions, rule or law is grounds for you being removed from the event participation area. (without a refund of money)

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:** I understand that participation in the Mountain Mud involves certain risks and dangers, including but not limited to encountering both know and unknown hazards and risks which could result in injury, death, illness or disease, physical or mental injury to myself, my property or to spectators or other third-parties (hereinafter "dangers"), and knowing this I and/or the minor listed below (hereinafter the "minor") do hereby assume any and 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 event coordinators event staff, vendors, sellers, sponsors, insurers, and their owners, agents, officers, employees, partners, parents, subsidiaries, trustees or affiliated companies or divisions, predecessors, successors in interests, and assigns (hereinafter collectively the "Released Parties").

**INDEMNIFICATION AGREEMENT:** For and in consideration of being permitted by the Town of Bradshaw and Mountain Mud, partners, associates, affiliates or sponsors (hereinafter Mountain Mud or event) to use its facilities and to participate in the event and activities, on behalf of myself and/or minor, I agree to this **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT:** the undersigned agrees to this WAIVER AND RELEASE and stipulates and agrees to **SAVE AND HOLD HARMLESS, INDEMNIFY, AND FOREVER DEFEND** the MOUNTAIN MUD, IT'S LICENSORS AND LESSORS from and against any and all claims, actions, demands, expenses (including reasonable attorney's fees), suits, damages, liabilities, or causes of action of whatsoever kind or nature, whether sounding in negligence or otherwise (hereinafter "Claims") made or brought by the undersigned person and/or minor, or by anyone on behalf of the undersigned person and/or minor, as a result of my participation in and/or the minor's participation in the Mountain Mud event and activities and my use and/or my minor's use of the event area.

**WAIVER AND RELEASE OF LIABILITY:** For and in consideration of being permitted to participate in events and activities of Mountain Mud, on behalf of myself and/or the minor, by signing this form, I acknowledge and agree that I and/or the minor participant are aware of the dangers and, even so I do hereby on behalf of myself and/or the minor, our personal representatives and/or our heirs, executors, administrators and assigns, voluntarily agree to **RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY** the Released Parties from and against any and all Claims made or brought by the undersigned person or minor, or by anyone on behalf of the undersigned person and/or minor, for bodily injury, damage to property, wrongful death, loss of services or other Claims which may arise out of my use or participation in the events and/or the minor's use and participation in the events and any activities related to the event. I specifically understand that on behalf of myself and/or the minor I am releasing, discharging and waiving any Claims that I and/or the minor may have presently or may have in the future for any negligent acts or other conduct of the Released Parties. This document shall be binding on the heirs, executors, administrators, and assigns of myself and/or the minor. **MOUNTAIN MUD IS NOT RESPONSIBLE FOR LOST OR STOLEN EVENT PASSES OR EQUIPMENT.**

Handwritten Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Age (If under 18): \_\_\_\_\_

**\*\*NO ONE UNDER THE AGE OF 6 IS ALLOWED TO PARTICIPATE IN MOUNTAIN MUD EVENTS UNDER ANY CIRCUMSTANCES\*\***

Signature of Parent or Guardian Required If Participant Is Under the Age of 18: \_\_\_\_\_

By signing this form as the Parent or Guardian of a participant under the age of 18 (minor), in addition to binding myself and the participant to the terms above, I am also certifying the following: 1) any machine operated by the minor will be of a model that is recommended by the manufacturer as appropriate to the minor's age and size; 2) all rules governing the participation of the event have been reviewed by me and explained to the minor in sufficient detail so that the minor can abide by the same; and 3) any minor for whom I am signing shall remain under my immediate supervision and within my sight at all times.

**A FORM MUST BE COMPLETED FOR EVERY PARTICIPANT IN MOUNTAIN MUD EVENTS**

*Gettin Muddy has Never Been so FUN!*