

## **RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for, and as a condition precedent to, the willingness of 80acresmx, LLC, a Utah limited liability company and Cardall Holdings, LLC, a Utah limited liability company (collectively "80acres") and their respective affiliates, to allow me to participate in any events related to motorcycle riding, motocross or other dirt bike related events or related activities (hereinafter collectively called "Events") held at or utilizing any of the facilities, animals or premises of 80acres or their respective affiliates (collectively, the "Facilities") or otherwise use, in any manner, any of the Facilities, I hereby represent and warrant that I have read, in full, and understand this Release of Liability, Waiver of Legal Rights and Assumption of Risk (this "Release"), and acknowledge and agree to all of its terms, as follows:

1. I acknowledge that Events are action sports and recreational activities involving travel in three dimensions, and that such activity is subject to mishap and even injury to or the death of participants. I understand I may suffer injuries of many different types and levels of severity, including, without limitation, broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in Events. (Initial here \_\_\_\_\_)
2. I hereby forever RELEASE AND DISCHARGE 80acres and all related parties, event volunteers, company officers, directors, members, managers, elected officials, agents, employees, trustees, and owners of any equipment or real property used for Events in which 80acres or any of their affiliates have any involvement (hereinafter collectively referred to as "Released Parties") from any and all liability, claims, demands or causes of action that I or my representatives may hereafter have that relate to or arise out of any and all injuries, loss of life, loss of income and all other forms of damage arising out of my presence at any of the Facilities, or my participation in or preparation for any Events held at or utilizing any of the Facilities, including, but not limited to, any and all losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here \_\_\_\_\_)
3. I understand and acknowledge that Events have inherent dangers that no amount of care, caution, instruction or expertise can eliminate, and I EXPRESSLY AND VOLUNTARILY ASSUME, ALL RISK OF DEATH AND/OR PERSONAL INJURY AND OTHER FORMS OF DAMAGE SUSTAINED WHILE PARTICIPATING IN EVENTS ACTIVITIES AT THE FACILITIES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here \_\_\_\_\_)
4. I further agree that I WILL NOT SUE OR OTHERWISE MAKE ANY CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Events at the Facilities or elsewhere. (Initial here \_\_\_\_\_)
5. I also agree to assume full responsibility for, and to INDEMNIFY AND HOLD EACH RELEASED PARTY HARMLESS from and against all demands, claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought against it, whether individually, jointly and/or jointly and severally with any one or more other Released Party, as a result or arising in any way out of, my participation in Events at the Facilities, including, without limitation any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in any 80acres Events. (Initial here \_\_\_\_\_)
6. I agree that I will operate all equipment that I may use in any manner at the Facilities in a reasonable and safe manner, so as not to endanger the lives of persons or property of any individual. (Initial here \_\_\_\_\_)

7. I understand that any fee I may pay does not in any way include, provide or guarantee me any insurance coverage of any kind, and that if I desire any type of insurance coverage in connection with my participation of any Events, I am solely responsible for obtaining such coverage. (Initial here\_\_\_\_\_)
8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights, and an assumption by me of liability, responsibility and risks arising out of my participation in any Events at the Facilities, including, without limitation, 80acres Events. (Initial here\_\_\_\_\_)
9. I further represent that this Release shall continue in full force and effect for so long as I engage in any Events that are in any way connected to or with any Released Party and/or the Facilities. (Initial here\_\_\_\_\_)
10. I further represent that I am at least 18 years of age, or that, as the parent or adult legal guardian of a participant in Events, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am adult legal guardian, as the result of any injury or damage that my minor child, the minor child for whom I am adult legal guardian, or I may suffer while engaging in any Events that are in any way connected to or with any Released Party and/or the Facilities. (Initial here\_\_\_\_\_)
11. I hereby expressly recognize that this Release is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Events, including any claims related to the negligence of any of the Released Parties or by any of the undersigned. (Initial here\_\_\_\_\_)
12. By signing this Release, I acknowledge that I have inspected the Facilities, and that I am aware of the layout and have determined of my own free will that I have the skills necessary for Events on and utilizing the Facilities. I also acknowledge and agree to abide by the posted rules and regulations of the Facility. (Initial here\_\_\_\_\_)

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT. ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Name:

Telephone Number:

Address:

Date of Birth

Emergency Contact:

Telephone No.:

Signature of Adult Participant\_\_\_\_\_

Name of Adult Participant (Please Print)\_\_\_\_\_

Name of Minor Child\_\_\_\_\_

Signature of Parent or Guardian of Minor Child\_\_\_\_\_

Parent or Guardian of Minor Child (Please Print)\_\_\_\_\_

Witness:\_\_\_\_\_

Name of Witness (Please Print)\_\_\_\_\_