

VINNIE'S MUD BOGG LLC

**LIABILITY WAIVER AND
HOLD HARMLESS AND INDEMNIFICATION**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant/Releasor's Name: _____

Participant/Releasor's Address: _____

Date of Birth: _____ Age: _____ Phone: _____

Emergency Contact: _____ Phone: _____

***If Participant/Releasor is under the age of 18 years, a parent or legal guardian must review and sign this Waiver prior to the minor's entrance onto Vinnie's Mud Bogg LLC's facilities.**

I am aware of that the activities engaged on these grounds are inherently dangerous, including but not limited to mud-running, racing, and derbies. I agree that the owners of this property and its facilities have made the utmost effort to maintain high standards for safety and care and have done so in the manner that can reasonably be made. Notwithstanding these efforts, by signing this waiver, I hereby freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage, or loss resulting therefrom. I acknowledge that I understand that it refers to me, the signer of this document any time this Waiver refers to "Releasor."

In consideration of utilizing the facilities and attendance at events upon the facilities of Vinnie's Mud Bogg LLC (hereinafter "Vinnie's") and Michael Skroch and Kathy Skroch (hereinafter "the Skrochs"), and other good and valuable consideration, I, the Releasor, as well as my spouse, legal representatives, heirs and assigns, where applicable, hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS for personal injury against Vinnie's and the Skrochs, their principals, employees, affiliates and representatives. Including claims for death, illness, and/or property damage that occur on, or related to, in any way any activity occurring at Vinnie's and the Skrochs' facilities.
2. TO RELEASE VINNIE'S AND THE SKROCHS FROM ANY AND ALL LIABILITY for any loss, damage, injury, death, medical or other expense that may occur, or that any other party may suffer, as a result of my participation in any event or attendance at any such event held at Vinnie's and the Skrochs' facilities.
3. TO HOLD HARMLESS AND INDEMNIFY Vinnie's and the Skrochs from any and all liability for any property damage or personal injury to any third party, resulting from my use of Vinnie's and the Skrochs' facilities or my attendance at any event held thereon.
4. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, successors, and assigns in the event of my personal injury, illness, death, or property damage.
5. I ADDITIONALLY AGREE that I will follow correct safety procedures when using Vinnie's facilities and that I will, while a spectator, remain in the portion of the facilities set aside for spectators. I also grant to Vinnie's and any third party authorized by them, the right to film, videotape, photograph, record, and make reproductions of my likeness and voice, and the irrevocable right in perpetuity to use, display, and digitally enhance such likeness in any media now known or hereafter devised, including but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable, or radio, any motion picture, video tape, DVD, CD or any internet service or program in which such likeness may be used or otherwise, or any published articles, catalogs, or

websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting, and publicizing of Vinnie's Mud Bogg LLC, Vinnie's products, licensed products, and all affiliated relationships.

6. I hereby assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Vinnie's or otherwise while in or upon the Vinnie's or the Skrochs' facilities.
7. I expressly agree that this Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of North Dakota.
8. I acknowledge that in executing this Waiver, I am not relying on any inducements, promises or representations made by Vinnie's.
9. In consideration of being permitted to participate in or attend the events on the above date at Vinnie's Mud Bogg (hereinafter "Vinnie's") and also Michael Skroch and Kathy Skroch's (hereinafter "the Skrochs") real property, I, for myself, my spouse, my parents/legal guardians, legal representatives, heirs and assigns, hereby release and waive and discharge Vinnie's and the Skrochs, and its officers and members of each of them, referred to as Releasees, from all liability to Vinnie's and the Skrochs, their heirs, agents, successors and assigns, for any and all loss or damage and any claim or damage as resulting therefrom, on account of any injury, whatsoever, to my person or property, even injury resulting from my death, whether caused by the negligence of Releasees or other otherwise while I am on Vinnie's or the Skrochs' property for any reason. I state and understand that the activities conducted on the premises are inherently dangerous.

The venue and place of trial of any dispute that may arise out of or be related to this agreement or the services to be performed pursuant to this agreement, will be the Southeast Judicial District Court, Richland County, North Dakota.

I HEREBY CERTIFY THAT I have read and understand the Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I, family members, heirs, next of kin, executors, administrators, successors, and assigns may have against Vinnie's and the Skrochs.

Vinnie's and the Skrochs shall have the right to impose any additional conditions which, in the opinion of Vinnie's and the Skrochs, will further the intent and legal rights and waivers provided herein.

This Liability Waiver was made and executed in the State of North Dakota and shall be governed by, enforced in and construed in accordance with the laws of the State of North Dakota.

I acknowledge that in executing this waiver, I am not relying on any inducements, promises, or representations made by Vinnie's and the Skrochs.

Signature	Print Name Here	Date
------------------	------------------------	-------------

***If Participant is under the age of 18 years:**

Parent or Guardian Signature	Print Name Here	Date
-------------------------------------	------------------------	-------------