

MICHIGAN MUD JAM 2019
Assumption of Risk and Waiver of Liability

I hereby acknowledge and record my independent and voluntary decision to observe and/or participate in MICHIGAN MUD JAM (the "Event") at the Iosco County Fairgrounds in Hale, Michigan (the "premises"). The Event involves the following activities: observing and/or participating in mud bogging competitions and other related motor vehicle activities/events, ATV/UTV use, and camping. I hereby agree to the following Assumption of Risk and Waiver of Liability (hereinafter, "Waiver"):

I AM AWARE THAT THE EVENT INVOLVES DANGEROUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I acknowledge that the Event carries with it certain risks, including, but not limited to, property loss, minimal or serious bodily injury, and death, which may be brought about directly or indirectly by the actions of other people, including, but not limited to, participants, volunteers, spectators/attendees, Event monitors, Event sponsors, and/or producers of the Event. I understand that the drivers of the trucks and other vehicles involved in the Event have limited visibility. **It is my responsibility to exercise extreme caution near the trucks and other vehicles involved in the Event.** I hereby acknowledge my voluntary and informed assumption of full responsibility and liability regarding any injuries or other losses that I may incur coincident to my participation in and/or attendance at the Event.

In consideration of my permission to attend the Event as a spectator and/or participant and to use the premises and facilities, I hereby forever release MICHIGAN MUD JAM, R&S PROMOTIONS, LLC, IOSCO COUNTY AGRICULTURAL SOCIETY, ROBERT STREETER, MELISSA STREETER, and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, volunteers, representatives, and Event sponsors (collectively "Releasees") from any and all actions, claims, or demands that I now have, or may have in the future, for injury, death, disability, property damage, or property theft related to (i) my participation in or observation of the Event, (ii) the negligence or other acts, whether or not directly connected to the Event, and however caused, by any Releasee, and/or (iii) the condition of the premises, whether or not I am then participating in or observing the Event. As between the Releasees and me, I will be solely responsible for any of the following, sustained as a result of my participation/attendance in the Event: all medical and related bills that I may incur because of any injury or illness; any other costs (including attorney fees) or loss related to any bodily injury, disability or death; and any costs (including attorney fees) or loss related to loss of or damage to personal property. I agree that I will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by this Waiver. **I further agree to defend, indemnify and hold harmless all Releasees from any and all liability or claims made by other individuals and/or entities as a result of my actions during the Event.** I understand that the Event sponsors/organizers do not insure participants or attendees in regard to the Event activities, and that any coverage would be through the personal insurance of the participants/attendees.

I hereby acknowledge that I have read all rules and regulations regarding conduct at the Event, and I agree to abide by all said rules and regulations. I acknowledge that my failure to abide by said rules and regulations may result in my immediate removal from the Event without any refund of my admission fee. I agree to abide by all state and federal laws at the Event and while on the premises. I understand that operating a motor vehicle at the Event while impaired or intoxicated (under the influence of alcohol or a controlled substance) is a crime pursuant to the Michigan Motor Vehicle Code, MCL 257.625 *et seq.*

I hereby consent to receive medical treatment that may be deemed necessary or advisable in the event of an injury, accident, and/or illness during the Event.

I understand that I may be photographed or videoed at the Event. I agree to allow my photograph, video, or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers, and/or assigns.

This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law.

This Waiver shall be construed according to the laws of the State of Michigan.

This Waiver shall be binding on my estate, heirs, executors, administrators, next of kin, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF ALL CLAIMS AND LIABILITY. I AM SIGNING THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL, AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT INDEPENDENT COUNSEL OF MY OWN CHOOSING PRIOR TO EXECUTING THIS DOCUMENT. (If under 18 years of age, parent/guardian must sign this Waiver AND the Parent/Guardian Waiver for Minors.)

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Age: _____ Print Name: _____ Age: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

Print Name: _____ Age: _____ Print Name: _____ Age: _____

**MICHIGAN MUD JAM 2019
PARENT/GUARDIAN WAIVER FOR MINORS**

(REQUIRED FOR EVERY PERSON UNDER THE AGE OF 18 YEARS)

The undersigned parent or guardian does hereby represent that he or she is, in fact, acting in such capacity, has consented to his or her child or ward's participation in the Event, and has agreed individually and on behalf of the child or ward, to the terms of the Waiver set forth above. The undersigned verifies that the dangers of the activities and the significance of the foregoing Waiver were explained to the minor and that the minor indicated that he or she understood them. The undersigned parent or guardian further agrees to defend, indemnify and hold harmless each and all of the parties referred to above (MICHIGAN MUD JAM, R&S PROMOTIONS, LLC, IOSCO COUNTY AGRICULTURAL SOCIETY, ROBERT STREETER, MELISSA STREETER, any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, volunteers, representatives, and Event sponsors) from all liability, loss, costs (including attorney fees), claim, or damage whatsoever from any claim brought by or on behalf of the minor child (whether brought by the other parent or guardian or any other third party, and whether brought during the child's minority or after he or she has reached the age of 18 years), and/or which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian. **I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT INDEPENDENT COUNSEL OF MY OWN CHOOSING PRIOR TO EXECUTING THIS DOCUMENT.**

Parent or guardian must also sign Michigan Mud Jam 2019 Assumption of Risk and Waiver of Liability Form.

MINOR'S NAME: _____ Minor's Age: _____

MINOR'S NAME: _____ Minor's Age: _____

Signed by Parent(s) or Guardian(s):

_____ Date: _____

Printed name: _____

_____ Date: _____

Printed name: _____

As the adult accompanying the above-named minor, I acknowledge that the signature appearing above is in fact the authentic signature of the parent or guardian of the minor(s) named above.

Signed by Accompanying Adult:

_____ Date: _____

Printed name: _____

MINOR'S NAME: _____ Minor's Age: _____

MINOR'S NAME: _____ Minor's Age: _____

Signed by Parent(s) or Guardian(s):

_____ Date: _____

Printed name: _____

_____ Date: _____

Printed name: _____

As the adult accompanying the above-named minor, I acknowledge that the signature appearing above is in fact the authentic signature of the parent or guardian of the minor(s) named above.

Signed by Accompanying Adult:

_____ Date: _____

Printed name: _____