

# **RIDING PARK WAIVER FORM**

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

### **BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - - PLEASE READ CAREFULLY**

In consideration for the opportunity for event participation and utilization of the riding park, recreational facilities, trails, or other restricted areas of Hard Labor Creek Off-Road Park, LLC. ("HLC Off-Road"), and their respective affiliates, owners, employees or agents in furtherance of any sport involving a motor vehicle propelled by power, other than muscular power, including, but not limited to, dirt bike riding, motor sports racing, motor sports, and recreational or competitive activities, (hereinafter collectively called "Motor Sports" or "Riding Activity"):

I hereby understand and agree to this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK and to the terms hereof as follows:

1. I, the undersigned, understand that Motor Sports is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to accidents, injury and even death of participants. I understand that I may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in Motor Sports. *Initial Here* \_\_\_\_\_
2. I, the undersigned, hereby RELEASE AND DISCHARGE Hard Labor Creek Off-Road Park, LLC., and all related parties, company officers, directors, elected officials, agents, employees, event volunteers, racing associations, participants, inspectors, surveyors, consultants, sponsors, facility operators, owners of equipment, and owners of the land used for Motor Sports, including, but not limited to, Theodore S. Everett, Dexter Neil Leadbeater, Jean Wall Everett, and TSE, LLC. (hereinafter collectively referred to as the "Released Parties"), from ANY and ALL LIABILITY, claims, demands, loss or damage, or causes of action that I, my personal representatives, heirs, next of kin, or assigns may hereafter have for injuries, loss of life, damage to, or loss of, property, and all other forms of damages arising out of my participation in Motor Sports, included, but not limited to, losses, injuries to the person or property, or death of the undersigned CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. *Initial Here* \_\_\_\_\_
3. I, the undersigned, understand and acknowledge that Motor Sports have inherent dangers that no amount of care, caution, instruction, inspection, or expertise can

eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. *Initial Here* \_\_\_\_\_

4. I, the undersigned, understand and acknowledge that Motor Sports have inherent dangers with respect to operating equipment on real property and land that may have both obvious and/or hidden dangers whether natural or man-made, including, but not limited to, trees, tree limbs, fence posts, snow, ice, earth, wildlife, variations in surface, streams, creeks, cliffs, crevasses, stumps, hills, pot holes, rocks, brush and other debris and that no amount of care, caution, instruction, inspection or expertise can eliminate such obvious and/or hidden dangers. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS THAT MAY BE CAUSED BY SUCH RISK, HAZARDS AND OBVIOUS AND/OR HIDDEN DANGERS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. *Initial Here* \_\_\_\_\_
5. I, the undersigned, agree that I, my estate, or any other representative WILL NOT SUE OR OTHERWISE MAKE A CLAIM AGAINST THE RELEASED PARTIES for damages or other losses sustained as a result of my participation in the aforementioned Motor Sports. *Initial Here* \_\_\_\_\_
6. I, the undersigned, hereby agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in Motor Sports. *Initial Here* \_\_\_\_\_
7. I, the undersigned, will take full responsibility for, and hold harmless the RELEASED PARTIES for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in Motor Sports. *Initial Here* \_\_\_\_\_
8. I, the undersigned, agree that I will operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. *Initial Here* \_\_\_\_\_
9. I, the undersigned, represent that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK shall continue in full force and

effect for so long as I engage in Motor Sports which are in way connected to or with the RELEASED PARTIES. *Initial Here* \_\_\_\_\_

10. I, the undersigned, represent that I am at least eighteen (18) years of age. I further acknowledge that the RELEASED PARTIES are relying on the participant's affirming that he/she is not a minor child. *Initial Here* \_\_\_\_\_
11. I, the undersigned, expressly recognize that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK is a contract pursuant to which I have released any and all claims against the RELEASED PARTIES resulting from participation in Motor Sports including any claims related to the negligence of the RELEASED PARTIES or otherwise. *Initial Here* \_\_\_\_\_
12. I, the undersigned, acknowledge that the activities associated with Motor Sports are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the RELEASED PARTIES. I acknowledge that this agreement extends to all acts of negligence by the RELEASED PARTIES, including negligent rescue operations. *Initial Here* \_\_\_\_\_
13. Photo and Production Rights: I, undersigned, either adult or parent/guardian of minor agree that all rights, property, and interest in any photograph, broadcast by radio, television, motion pictures, home video productions or by any other means or media (including any transcriptions of any such broadcast) of any Riding Activities, as well as any and all receipts there-from, belong to HLC Off-Road for its exclusive and unlimited use. I further agree that HLC Off-Road or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment and pictures taken during Riding Activities) for any purpose and in any media including, but not limited to, television, motion pictures, advertising, trade, home video production or any lawful purpose, and I waive any right to inspect or proof the finished version. I also understand that HLC Off-Road may, from time to time, engage a sports marketing firm to, among other things, promote the image of the Riding Activities, and I agree to cooperate with HLC Off-Road and its sports marketing firm in such efforts. *Initial Here* \_\_\_\_\_
14. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Florida and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement shall be continuing and

shall apply to the use of the property and facilities by me on any future date. This waiver reflects the entire understanding of this agreement, and no statements, promises or inducements not contained in this agreement shall be valid or binding. *Initial Here* \_\_\_\_\_

15. I, the undersigned, have read and understand the above and acknowledge that the same constitutes a release of liability and waiver of my legal rights and I also acknowledge that I am assuming all liability stemming from the inherent, known, and obvious risks arising out of my engaging in Motor Sports. *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.**

Signature of Adult Participant:

\_\_\_\_\_

Name of Adult Participant (Please Print):

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State:

\_\_\_\_\_

Zip: \_\_\_\_\_ Date:

\_\_\_\_\_

Name of Minor Child (note, the minor child's natural guardian must also execute the release for minor children prior to participation) (Please Print)

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