

**WAIVER AND RELEASE FROM OWNER LIABILITY FOR MUD DRAG RACING**

I, \_\_\_\_\_, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the Edgemont Chamber of Commerce, the City of Edgemont, the land owners, and any and all volunteers associated with the Redneck Rally Mud Drag competition, and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, the Edgemont Chamber of Commerce provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that I will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. That injuries involving rough terrain and motorized vehicles are common and rider/driver assumes the risk of any and all accidents, mishaps, collisions etc. I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity.

I have the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract equity or otherwise including any claims of personal injury, death or damage to personal property associated with the Redneck Rally Mud Drag including but not limited to mud drag racing, using the terrain or surrounding land for any use including: walking, jogging, pick nicking, hiking, mountain cycling, or other related activities on and off the premises including use of all motorized vehicles whether deemed safe or otherwise. I further understand that makes or claims or representations about fitness for use of the land for any particular purpose and that I am using property at my own risk.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the Edgemont Chamber of Commerce whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE and the Redneck Rally Mud Drag Rules. I understand and confirm that by signing this WAIVER AND RELEASE and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of PARTICIPANT

\_\_\_\_\_  
Signature of PARTICIPANT