

PERKINS MUD BOG

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I hereby acknowledge and record my independent and voluntary decision to observe and/or participate in Perkins Mud Bog (the "event") at 5566 Hinchey Road Howell MI 48843 (the "premises"). The event involves the following activities: Observing mud bogging competitions, participating in mud bogging competitions, ATV/UTV use, and camping.

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 the potential for property loss, serious injury and death. The risks include, but are not limited to: Actions of other people including but not limited to, participants, volunteers, spectators, 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; therefore, it is my responsibility to exercise extreme caution near the vehicles. 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 the use of the premises and facilities of the event at 5566 Hinchey Road Howell MI 48843, I hereby forever release Perkins Mud bog 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, my assignees, heirs, distributees, guardians, next of kin, spouse and/or legal representatives 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 these activities/the event, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, and/or (iii) the condition of the premises, whether or not I am the participating in or observing the event. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any releasee in connection with any of the matters covered by the foregoing release. I further agree to indemnify and hold harmless all entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my actions during the event.

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 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 photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and/or assigns.

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

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. (If under 18 years of age, parent or guardian must also sign this Document, and must also sign child's name and age. If signed by parent or guardian: I VERIFY THAT THE DANGERS OF THE ACTIVITIES AND THE SIGNIFICANCE OF THIS RELEASE AND WAIVER WERE EXPLAINED TO THE MINOR AND THAT THE MINOR UNDERSTOOD THEM.)

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 accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to defend, indemnify and hold harmless each and all of the parties referred to above (including Perkins Mud Bog, any affiliated organization, and their respective directors, officers, employees, volunteers, representatives, and event sponsors) from all liability, loss, cost, claim, or damage whatsoever from any claim brought by or on behalf of the minor child, and/or which may be imposed upon said parties because of any defect in or lack of such capacity to act and release said parties on behalf of the minor and the parents or legal guardian.

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