

SENECA BAYOU

FLORIDA RELEASE AND WAIVER OF LIABILITY

ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT,

MEDIA RELEASE, AND ARBITRATION AGREEMENT

IMPORTANT — READ CAREFULLY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

This Release and Waiver of Liability, Assumption of Risk, Indemnification Agreement, Media Release, and Arbitration Agreement (“Agreement”) is entered into in the State of Florida.

In consideration of being permitted to enter upon the premises of Seneca Bayou and to participate in mudding events, off-road vehicle activities, riding, racing, spectating, and related activities (collectively, the “Activities”), I agree as follows:

1. EXPRESS ASSUMPTION OF ALL RISKS

I understand that the Activities involve inherent and non-inherent risks which may result in serious bodily injury, permanent disability, paralysis, death, or property damage.

These risks include, but are not limited to:

- Slips, trips, and falls
- Deep mud pits, water crossings, holes, ruts, and uneven terrain
- Collisions with vehicles, spectators, structures, or obstacles
- Vehicle rollovers or ejection from vehicles
- Equipment malfunction or mechanical failure
- Being jolted, shaken, thrown, or bounced
- Negligence of other participants
- Remote locations without immediate medical facilities
- Heat, dehydration or hypothermia
- Exposure to communicable diseases
- My own physical condition or exertion
- Exposure to wildlife, insects, hazardous vegetation and conditions

I voluntarily and knowingly assume ALL risks associated with the Activities, INCLUDING RISKS ARISING FROM THE NEGLIGENCE OF SENECA BAYOU, to the fullest extent permitted by Florida law.

Participation is voluntary, and I elect to participate despite these risks.

2. HELMET AND SAFETY EQUIPMENT ACKNOWLEDGMENT

I understand that helmets, seat belts, harnesses, protective clothing, eye protection, and other safety equipment may reduce the risk of injury but do not eliminate risk.

I acknowledge that:

- I am responsible for wearing appropriate safety equipment.
- If I choose not to wear recommended safety equipment, I assume the increased risk of injury and accept all responsibility.
- Any equipment provided by Seneca Bayou is accepted "AS IS."
- I am solely responsible for ensuring my helmet and safety gear fit properly and are in safe condition.

I understand that failure to use proper safety equipment may result in serious injury or death.

3. VEHICLE CONDITION AND MECHANICAL RESPONSIBILITY

If I operate or bring a vehicle onto the premises, I certify that:

- The vehicle is in safe mechanical condition and will be verified by the safety team.
- Brakes, steering, throttle, tires, and safety restraints are functioning properly.
- I am responsible for any damage caused by my vehicle.

I understand that Seneca Bayou does not inspect, maintain, or guarantee the safety of participant-owned vehicles.

4. RELEASE OF LIABILITY (INCLUDING NEGLIGENCE)

TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE SENECA BAYOU, ITS OWNERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, VOLUNTEERS, AFFILIATES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY CLAIM ARISING OUT OF OR RELATED TO:

- MY PARTICIPATION IN THE ACTIVITIES

- USE OF THE PREMISES
- USE OF EQUIPMENT
- NEGLIGENCE OF ANY RELEASED PARTY

This release is intended to be as broad as permitted under Florida law.

5. INDEMNIFICATION

I agree to indemnify, defend, and hold harmless the Released Parties from any claims, damages, liabilities, or expenses (including attorney's fees and costs) arising out of:

- My participation
- My conduct
- My vehicle
- Any third-party claim caused by me

If legal action is required to enforce this Agreement, I agree to pay reasonable attorney's fees and costs.

6. MEDICAL RESPONSIBILITY

I certify that I have adequate medical insurance or accept full financial responsibility for any injury.

I authorize emergency medical treatment and accept responsibility for all related costs.

7. PHOTO / VIDEO / MEDIA RELEASE

I grant Seneca Bayou the irrevocable right and permission to photograph, record, film, or otherwise capture my image, voice, or likeness during participation.

I grant Seneca Bayou the unrestricted right to use, reproduce, publish, display, distribute, or promote such media for:

- Advertising
- Marketing
- Social media
- Website content
- Promotional materials

I understand that:

- I will receive no compensation.
- I waive any right to inspect or approve such media.
- I release Seneca Bayou from any claims related to the use of my image or likeness.

This release applies in perpetuity.

8. ARBITRATION, GOVERNING LAW, AND VENUE

This Agreement shall be governed by Florida law.

Any dispute shall be resolved exclusively by binding arbitration in Duval County, Florida, under the Commercial Arbitration Rules of the American Arbitration Association.

Arbitration shall be the sole remedy.

Judgment on the award may be entered in any Florida court of competent jurisdiction.

9. WAIVER OF JURY TRIAL

I WAIVE ANY RIGHT TO A JURY TRIAL.

10. SEVERABILITY

If any provision is deemed unenforceable, the remaining provisions shall remain in full force and effect.

11. NO FIREARMS ON SENECA BAYOU PROPERTY

All vehicles and items are subject to search prior to admission on the property. All firearms **MUST** be locked up on the Tango Down property in the designated secure location. If you plan to bring a firearm, please contact our staff ahead of time to make arrangements for proper storage.

12. ALCOHOL/ DRUGS

Seneca Bayou has a “**NO alcohol or drugs**” policy in effect. Neither is permitted on the premises. If you are found to have alcohol on the property, you will be removed from the property.

13. CONTINUING VALIDITY

This Agreement applies to all present and future participation at Seneca Bayou unless revoked in writing and accepted in writing by Seneca Bayou.

MINOR PARTICIPANT – PARENTAL CONSENT (FLORIDA)

If the participant is under 18:

The undersigned parent/legal guardian:

- Consents to participation
- Assumes all risks on behalf of the minor
- Releases and indemnifies the Released Parties
- Agrees to indemnify Seneca Bayou for any claims brought by or on behalf of the minor, including after the minor reaches majority

The parent/guardian certifies legal authority to sign.

ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT.
I UNDERSTAND THAT I AM WAIVING IMPORTANT LEGAL RIGHTS.
I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY.

PARTICIPANT INFORMATION

Participant Name (Print): _____

Address: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

If Participant is Under 18:

Minor Name (Print): _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____

Relationship: _____

Date: _____