



****ACKNOWLEDGMENT, ASSUMPTION OF RISK AND RELEASE****

Full Throttle MX, LLC has agreed to allow me, the undersigned to engage in motocross and off road track activities as an operator and/or passenger and/or spectator at their facility. I fully understand and acknowledge that participation in motocross and off road track activities is an activity that has its own unique risks, and that serious injury or death could result from this activity through no fault of my own.

1. I acknowledge that my participation in motocross and off road track activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include but is not limited to, among other things: accidents involving other vehicles; collision with fixed or movable objects; slips and falls; the possibility of rough terrain; drivers may be jolted, jawed, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers, equipment, or other objects; the condition of the track; injuries can be sustained from the track and/or trail, equipment or from items on the track and/or trail such as holes, bumps, kickers, ruts, obstacles, tree limbs and branches or rocks; injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, snakes, insect bites, and hazardous plant life; further, passengers can be thrown off their machine which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities, my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I possess the skill, knowledge, confidence and experience to participate in motocross and off road track activities in a safe manner and I hold any current licenses that are required to participate in these activities.
4. I am not at this time under the influence of alcohol, drugs, other illegal substances or medications that may impair my judgment or my ability to participate in these activities. I agree that I will not participate in these activities while under the influence of alcohol, drugs or other illegal substances or any such medications.
5. I have walked around the facility and I am aware of the existing weather and track conditions.
6. I agree to engage in motocross and off road track activities safely and within the limits of my abilities.

In consideration of the services provided by Full Throttle MX, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FT MX"), I hereby agree to release, indemnify, and discharge FT MX, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, representatives for and in consideration of the opportunity to participate in these activities at the FT MX facility and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged.

7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FT MX from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FT MX's equipment or facilities, **including any such claims which allege negligent acts or omissions of FT MX.**
8. Should FT MX or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to pay FT MX for all such fees and costs to defend this agreement. I also agree to indemnify FT MX for all such fees and costs to defend any causes of action brought against them as a result of my participation in this activity.
9. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am in good health condition and I am willing to assume the risk of any medical or physical condition I may have.
10. I acknowledge and understand that by my signing this Release I am my heirs and assigns **AGREE NOT TO SUE** any or all of the Released parties for any injury, death or damage to myself, my property another person as a result of these

activities at the FT MX facility.

- 10. I agree that this agreement is governed by Louisiana law, and I further agree that the substantive law of this state shall apply to this agreement.
- 11. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion of this agreement shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I waive my right to maintain a lawsuit against FT MX on the basis of any claim from which I have released them herein.

BY SIGNING THIS RELEASE, I CERTIFY THAT I HAVE READ THIS RELEASE AND FULLY UNDERSTAND IT, THAT I AM NOT RELYING ON ANY STATEMENTS OR REPRESENTATIONS OF ANY OF THE RELEASING PARTIES, AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND SUFFICIENT TIME TO READ AND ASK QUESTIONS REGARDING THIS RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS.

I HEREBY WAIVE ANY RIGHT TO INSPECT OR APPROVE THE FINISHED PHOTOGRAPHS OR ELECTRONIC MATTER THAT MAY BE USED IN CONJUNCTION WITH THEM NOW OR IN THE FUTURE, WHETHER THAT USE IS KNOWN TO ME OR UNKNOWN, AND I WAIVE ANY RIGHT TO ROYALTIES OR OTHER COMPENSATION ARISING FROM OR RELATED TO THE USE OF THE IMAGE OR VIDEO.

Print Name: _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Participate Signature: _____ Date: _____

**PARENT’S OR GUARDIAN’S ADDITION INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ (print minor’s name) (“Minor”) being permitted by FT MX to participant in its activities and to use its equipment and facilities, I further agree that the minor is bound to all of the terms and conditions in this agreement, and to indemnify and hold harmless FT MX from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____

IF NOT COMPLETED IN PERSON AT FULL THROTTLE MX WAIVER MUST BE NOTARIZED FOR MINOR

APPEARED AND SUBSCRIBED before me, Notary Public, this ____ day of _____, 20____, at _____, Louisiana.

NOTARY PUBLIC