

**Release of Liability- Read Carefully - This Affects Your Legal Rights** In

exchange for participation and using the Parking & Entertainment Areas located on Brewer Ave. organized by MV Solar Eclipse Parking, of 677 North Ridgeview Drive, Mountain View, Arkansas, 72560 and/or use of the property, facilities, and services of MV Solar Eclipse Parking, I hereby take action for myself, my executors, administrators, personal representatives, heirs, next of kin, successors, and assigns. I, THE PERSON SIGNING THIS, of \_\_\_\_\_, agree for myself and (if applicable) for the members of my family or any persons/occupants with me, to the following:

**1. Agreement To Follow Directions.** I agree to observe, obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by MV Solar Eclipse Parking, employees, representatives, or agents of MV Solar Eclipse Parking. I agree to also fully read any rules posted on this site or any emails prior to entering the parking area to see any updates to rules or directions. I will avoid all areas not within the specified designated area. I will watch out for fence posts and wires/ropes outlining the parking area and any objects in the field. I will stay away from any ditches/ holes or water/ponds in the area. I will be responsible for my children and other occupants that are with me that may need additional help walking in an unlevel field, and help avoid all other obstacles which may not be noticed as stated above. I will not loiter in the parking area after I park, or have any weapons, alcohol, or any illegal substances. I agree that if I have unbecoming conduct, cause any issues, or not follow any rules posted, or orally given to me or members in my party, that we will be required to leave the premises and lose any refund, or remaining parking paid for that day and remaining days of tickets purchased.

**2. Assumption of the Risks and Release.** I hereby assume all risks of participating in any and all activities being conducted by MV Eclipse Parking, Brad & Stephanie Breeding at 315 Brewer Avenue April 3rd - 10th for the Eclipse Event. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility and collectively releases from any and all liability, including but not limited to, liability arising from the negligence whether caused by the fault of myself, my party, MV Solar Eclipse Parking or other third parties or fault of the releases, for personal injury, death or disability, property damage, theft or actions of any kind which may occur at the property or while participating in the event. I indemnify, hold harmless, and agree not to sue for myself and (if applicable) my members in my party, and further release and discharge of MV Solar Eclipse Parking, land owners, event sponsors, their officers, directors, members, employees, and agents, vendors, and performers. I hereby take action for myself, my executors, administrators, personal representatives, heirs, next of kin, successors, and assigns for injury, loss, or damage arising out of my or my member 's in my party from use of or presence upon the facilities. I will recognize that sometimes fields/ land parking areas may be wet, and vehicles could be stuck, requiring to be pulled out, and I take full responsibility of all costs, damages that incur due to this. I and my party of members are aware that there is a risk of encounters with snakes, dogs, and other animals in the area and recognize injuries could occur from these encounters. I also understand that this event is being held in a field with a pond, and a few natural creek streams that run through the field, along with holes, ditches, and unlevel ground. That poses a risk for injuries. I also understand that this area will be unlit at night and I should have another light source with me to walk to my designated area if I should choose to return to and leave the parking area or attend any of the events after dusk/sunset due to risks of falling, or walking into objects unable to see in the dark, such as water, holes, ditches, streams, fencing. I assume all responsibility for my personal belongings or property, and organizers or other third parties are not liable for theft or damages to me or members of my party. I also know the risks associated with participation in a solar eclipse and do hereby recognize I take full responsibility of me and my party of all risks associated with this activity, including but not limited to, wearing appropriate sunglasses provided by our own party, recognizing this will be a total solar eclipse and will be solid darkness. I recognize that sometimes unforeseen acts of God happen and that there is a no refund policy for any circumstance after a pass is purchased. MV Solar Eclipse Parking and other third parties are not responsible for any unforeseen acts of God. I also agree to take full responsibility for all other risks that are associated with this parking and music event and that this list is not all inclusive.

**3. Indemnification.** I agree to indemnify and defend MV Solar Eclipse Parking, Brad & Stephanie Breeding, land owners, event sponsors, their officers, directors, members, employees, and agents, vendors, and performers against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation

costs, which may in any way arise from my or my party's use of or presence upon the facilities/area of MV Solar Eclipse Parking & Music Event

**4. Fees.** I agree to pay for all damages to the facilities or to other occupants of MV Solar Eclipse Parking caused by any negligent, reckless, accidental, or willful actions by me or my party members.

**5. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Arkansas law.

**6. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I may pull off the road to read this before entering the area. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that MV Solar Eclipse Parking has offered me to read this all online prior to parking for the event, and my refusal to sign this agreement will result in me not using the parking area for MV Solar Eclipse and no refund of any cost or fees I have paid to use its parking area.

**7. Arm's Length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**8. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

**9. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure: Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**BY SIGNING THIS AGREEMENT, I AM STATING THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I HAVE ALSO READ ALL THE RULES & REGULATIONS FOR THIS PARKING EVENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

I also understand each member in my party must sign a release of liability waiver.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Members in my party:

\_\_\_\_\_  
\_\_\_\_\_