

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

In consideration of being permitted to participate in any way in the motorized mud sports and other mud sports ("events") and/or being permitted to enter for any purpose any area of the property or premises on which the events occur, I agree with Extreme Mud Sports, L.L.C., M. Kallman Properties, L.L.C., Matthew Kallman, Jerry Meeks, and their agents, employees, officers, directors, affiliates, successors and assigns ("Releasees") the following:

I know the nature of the events and my experience and capabilities, and, if participating in the events, believe myself to be qualified to participate in the events. I will inspect the property, premises, facilities and equipment to be used, or with which I may come into contact. IF I BELIEVE ANYTHING IS UNSAFE, I WILL IMMEDIATELY LEAVE THE AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENTS.

I FULLY UNDERSTAND that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and participation in the events and/or entry into the area involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS") These risks may be caused by my own actions, or inactions, the actions or inactions of others participating in the events, the rules, if any, of the events, the condition and layout of the property or premises and equipment, and/or the NEGLIGENCE OF THE RELEASEES. There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time. The SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE.

I HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES, FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES.

I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, owners and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including, but not limited to, death, or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

If, despite this release, I, or anyone on my behalf, makes a claim against the "Releasees", I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS, LIABILITY, DAMAGE, OR COST THAT THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES," WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I sign this agreement on my own behalf.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT. I AM 19 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS RELEASE AND WAIVER.

Date

Printed Name

Signature