

**MUD CREEK PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT**

I understand and acknowledge the operations of motorcycles, all terrain vehicles, trucks, cars, racing machines of any kind, concerts, and all other activities of any kind that might be engaged in as a participant, spectator, or guest at the recreational park commonly known as MUD CREEK OFF-ROAD PARK located at 3971 CR 4209, Jacksonville, Texas 75766 ("MUD CREEK PARK") bear certain anticipated and unanticipated risks, which could result in serious bodily injury, death, illness or disease, and/or physical or mental damage to myself, my property, or to spectators or to other third parties. Being aware of these risks, **I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, DISEASE, AND/OR DAMAGE TO MYSELF, OR TO OTHERS, AND TO MY PERSONAL PROPERTY OR THE PERSONAL PROPERTY OF OTHERS ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITY OF RACING, RIDING, SPECTATING, OR ENGAGING IN ANY OTHER ACTIVITY WHILE ON THE PREMISES OF MUD CREEK PARK.**

I acknowledge that my participation in any activity at MUD CREEK PARK is purely voluntary; no one is forcing me to participate, and I am well aware of the risks. I further acknowledge that if I am participating in any activity at MUD CREEK PARK or merely on the premises, that doing so is an inherently dangerous activity. I also understand that Mud Creek Off-Road Park, Inc., Lajam Investments, LLC, Lajam Investments, LLC Series H Glass No. One, Lajam Investments, LLC Series H Glass No. Two, Lajam Investments, LLC Series H Glass No. Three, Lajam Investments, LLC Series H Glass No. Four, Lajam Investments, LLC Series 5P No. One, Lajam Investments, LLC Series 5P No. Two, Lajam Investments, LLC Series 5P No. Three, Lajam Investments, LLC Series 5P No. Four, Lajam Investments, LLC Series 5P No. Five, Lajam Investments, LLC Series 5P No. Six, Lajam Investments, LLC Series 5P No. Seven, Lajam Investments, LLC Series 5P No. Eight, Lajam Investments, LLC Series 5P No. Nine, Lajam Investments, LLC Series 5P No. Ten, Lajam Investments, LLC Series 5P No. Eleven, Lajam Investments, LLC Series 5P No. Twelve, Lajam Investments, LLC Series 5P No. Thirteen, Lajam Investments, LLC Series 5P No. Fourteen, Lajam Investments, LLC Series 5P No. Fifteen, Lajam Investments, LLC Series 5P No. Sixteen, Lajam Investments, LLC Series 5P No. Seventeen, Lajam Investments, LLC Series 5P No. Eighteen, Lajam Investments, LLC Series 5P No. Nineteen, Lajam Investments, LLC Series 5P No. Twenty, Lajam Investments, LLC Series 5P No. Twenty One, Lajam Investments, LLC Series 5P No. Twenty Two, and Lajam Investments, LLC Series 5P No. Twenty Three, Mud National Events, LLC, High Lifter Products, Inc. individually and not acting in concert with one another ("MUD CREEK ENTITIES") and any sponsors, volunteers, security personnel, or employees, make no express or implied representation as to the conditions of the land, any roads, fences, building, gates, or other improvements to the land at MUD CREEK PARK. I also understand that I may be exposed to other dangerous conditions, risks, and hazards at MUD CREEK PARK including, but not limited to, hogs, poisonous snakes, insects, spiders, blinds and tree stands, erosion, other persons, security personnel, and general conditions of the land both on and off roadways, which may create hazardous driving and walking conditions. Animals that I may encounter, both wild and domestic, may be diseased and/or potentially dangerous. I may also encounter diseased water, other persons with all terrain vehicles, security personnel, and similar such risks, hazards, and dangers on or off MUD CREEK PARK property. **I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS THAT I MAY BE EXPOSED TO AT MUD CREEK PARK.**

In exchange for the right to enter MUD CREEK PARK and engage in the activities described above, **I HEREBY VOLUNTARILY RELEASE, FOREVER AGREE TO HOLD HARMLESS, AND INDEMNIFY THE MUD CREEK ENTITIES AND ANY SECURITY PERSONNEL, SPONSORS, THEIR AGENTS OR EMPLOYEES, THEIR OWNERS, AND/OR ANY AND ALL OF THE PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE MUD CREEK ENTITIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, RIGHTS OF ACTION, AND CAUSES OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT MUD CREEK PARK, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENT ACTS OR OMISSIONS OF THE MUD CREEK ENTITIES, THEIR OFFICERS OR DIRECTORS, SECURITY PERSONNEL, SPONSORS, AGENTS OR EMPLOYEES, VOLUNTEERS, ANY OWNERS OF THE MUD CREEK ENTITIES OR MUD CREEK PARK, AND ANY AND ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE MUD CREEK ENTITIES AND FOR ANY AND ALL INJURIES, DEATH, ILLNESS, DISEASE, AND/OR DANGER TO MYSELF, TO OTHERS, TO MY PERSONAL PROPERTY, OR TO THE PERSONAL PROPERTY OF OTHERS.**

**IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE AND RELEASE THE MUD CREEK ENTITIES, SECURITY PERSONNEL, AND SPONSORS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, INVITEES, EMPLOYEES, LAND OWNERS, VOLUNTEERS, AND ANY AND ALL PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE MUD CREEK ENTITIES FROM ANY LIABILITY FOR ANY DAMAGES CAUSED BY MY NEGLIGENCE, THE NEGLIGENCE OF OTHERS, OR NEGLIGENCE OF THE MUD CREEK ENTITIES, THEIR OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS, EMPLOYEES, VOLUNTEERS, AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH OR CONTRACTING WITH THE MUD CREEK ENTITIES.**

I understand that by indemnifying THE MUD CREEK ENTITIES AND ABOVE PARTIES should it become necessary for THE MUD CREEK ENTITIES AND ABOVE PARTIES, or someone on their behalf, to incur attorney's fees for any costs to enforce this agreement, or any portion thereof, I agree to pay THE MUD CREEK ENTITIES' reasonable costs and attorney's fees arising therefrom.

This release, discharge, and indemnification voluntarily given by me shall extend to and for the benefit of any individual, corporation, partnership, sponsor, or other entity associated with, contracting with, or affiliated with THE MUD CREEK ENTITIES, their operations, the MUD CREEK PARK property, or any entity with which THE MUD CREEK ENTITIES may be affiliated in connection with operations or security on the MUD CREEK PARK property in any capacity, including but not limited to, as a partner, landowner, volunteer, employee, contractor, security personnel, limited partner, shareholder, employee, representative, agent, or otherwise.

I acknowledge, by executing this Agreement and paying the required entry fees, I become a member of MUD CREEK PARK and in consideration thereof I HEREBY RELEASE THE MUD CREEK ENTITIES, THEIR SPONSORS, OFFICERS AGENTS, EMPLOYEES, GUESTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, OR ANY OTHER PERSON OR ENTITY ASSOCIATED WITH OR CONTRACTING WITH THE MUD CREEK ENTITIES TOGETHER WITH ANY AND ALL LANDOWNERS, FROM ANY INJURY OR DAMAGE WHICH MAY RESULT FROM THE NEGLIGENT ACT, ERRORS, OR OMISSIONS OF ANY PERSON AND/OR ENTITY WHILE I AM ON THE PREMISES OF MUD CREEK PARK.

I further certify that I have sufficient health, accident, and liability insurance to cover bodily injuries or property damage I may incur or cause while participating in any activity at MUD CREEK PARK and hereby agree to cover any bodily injury or property damage caused to or by a third party as a result of my participation of the activities described above or presence in MUD CREEK PARK. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I understand that THE MUD CREEK ENTITIES, sponsors, booth exhibitors, or others who for promotional purpose, collect names and addresses in connections with admission registration or registration for events, competitions or drawings, may use my contact information for purposes of sending me promotional material or notification of future events. I hereby give my permission for such use.

I understand that while riding at MUD CREEK PARK, the laws of Texas and Cherokee County apply to consumption of alcoholic beverages while operating an all terrain vehicle or other motor vehicle. I agree to comply with those laws and to not operate an all terrain vehicle or motor vehicle while impaired or legally intoxicated. I will also refrain from having an open container of an alcoholic beverage while driving or riding in MUD CREEK PARK. Consumption of alcoholic beverages is permitted at campsites, or upon conclusion of riding. Law enforcement officers are frequent visitors to and security personnel at the park and will enforce DWI/DUI statutes. **I HEREBY AGREE TO PROTECT, DEFEND, AND INDEMNIFY THE MUD CREEK ENTITIES, AND THEIR OFFICERS, OWNERS, AGENTS, EMPLOYEES, AFFILIATES, OR ANY PERSONS OR ENTITIES ASSOCIATED THEREWITH, INCLUDING SECURITY PERSONNEL, FROM ANY ACTIONS, RIGHTS OF ACTION, CLAIMS, OR CAUSES OF ACTION THAT MAY ARISE OUT OF MY OPERATION OF AN ATV OR MOTOR VEHICLE WHILE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICANT. THIS INDEMNIFICATION SHALL EXTEND THROUGH DEPARTURE FROM MUD CREEK PARK, TO INCLUDE ARRIVAL AT MY DESTINATION, OR 24 HOURS, WHICHEVER SHALL OCCUR FIRST.**

If any provision of this Agreement is or may be held by a Court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

**BY SIGNING THIS FORM I AGREE TO ALL OF THE ABOVE:**

|            |              |                              |
|------------|--------------|------------------------------|
| PRINT NAME | ADDRESS      | DATE OF BIRTH                |
| EMAIL      | PHONE NUMBER | EMERGENCY CONTACT AND NUMBER |

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public (signature)

\_\_\_\_\_  
Notary Public (printed)  
My commission expires on \_\_\_\_\_