

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of C & C Underhill, Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "C&CH"), I hereby agree to release, indemnify, and discharge C&CH, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Mud Bog and Truck Pulls Events including Camping for events 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, among other things: slips and falls; the possibility of rough terrain; colliding with objects or other people; drivers may be jolted, jarred, 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; injuries can be sustained from the track, equipment or from items on the track such as holes, bumps, ruts, obstacles, or rocks; strains, sprains, broken bones and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, and bruises; cardiac related illness; equipment failure; condition of the track; exhaustion; eye damage or loss; 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, insect bites, and hazardous plant life; further, passengers can be thrown from their vehicle or machine which can result in any of the above events occurring; collisions, and flipping over; the negligence of participants, or other persons who may be present; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

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. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C&CH 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 C&CH's equipment or facilities, **including any such claims which allege negligent acts or omissions of C&CH.**
4. Should C&CH or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. 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 willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against C&CH, I agree to do so solely in the state of Florida and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document 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 may be found by a court of law to have waived my right to maintain a lawsuit against C&CH on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at C&CH. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by C & C Underhill, Inc. (hereinafter collectively referred to as "C&CH"), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's") or off-highway vehicles ("OHV's") (whether on the premises or off of the C&CH's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of C&CH and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Date

Signature of Rider

Date

C & C Underhill, Inc.
PERPETUAL WAIVER AND RELEASE
(VALID FOR EACH AND EVERY DATE OF PARTICIPATION)

We want you to have a great experience with us. However, for your protection and ours, you must read and agree to the provisions below before you are authorized to use our facilities and/or services. The different activities that are offered entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. If you are unable or unwilling to sign this Waiver and Release, you are welcome to enjoy yourself by watching others, but we cannot allow you to personally participate in any of our activities or actively use our facilities and/or services.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF C & C Underhill, Inc. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM C & C Underhill, Inc. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND C & C Underhill, Inc. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

_____ (PRINT YOUR NAME) has read this Waiver and Release and agrees as follows:

1. I recognize and agree that: all risks can never be eliminated, and participating in the activities at **C & C Underhill, Inc.** involves inherent danger and potential risk of both minor and serious, temporary and permanent, bodily injury of any and all kinds, both caused by me and/or by others. In signing this release, I assume all risk for, and financial cost of, any and all injuries, and/or any damage, to my child/children.
2. On behalf of my minor child/children I fully, and forever waive, release and discharge **C & C Underhill, Inc.** and its individual members, managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, firms, corporations, associations or partnerships claiming by or through them, from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, and exemplary), liability or obligations of any nature or kind, whether known at the time or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with me or my child's activities with or at **C & C Underhill, Inc.** including claims involving their own negligence.
3. I agree to indemnify and hold harmless **C & C Underhill, Inc.** and its individual managers, directors, officers, agents, employees, volunteers, representatives, affiliated entities, and all other persons, corporations, or partnerships claiming by or through them, from and against any and all losses, liabilities,

claims, obligations, costs, damages, and/or judgments directly or indirectly arising out of, or relating to, my child's/children's participation in any activities at **C & C Underhill, Inc.**, including for claims alleging **C & C Underhill, Inc.** own negligence.

4. I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child/children visit **C & C Underhill, Inc.** whether at the current location or any other location or facility.

I have read the C & C Underhill, Inc. *Waiver and Release from any Claim of Responsibility or Damage and agree to all conditions.*

Parent Name/Legal Guardian (Print): _____

Address _____

City _____ State _____ Zip _____

Phone Number: _____ Date of Birth _____

Signature _____ Today's date _____ (MM/DD/YY)

NAMES AND BIRTHDATES OF ALL CHILDREN UNDER 18 to be included with your signature

MINOR NAME #1 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #2 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #3 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy

MINOR NAME #4 _____ BIRTHDATE _____ RELATION _____
First name, Last name mm/dd/yy