

# LIABILITY RELEASE WAIVER

## NTR OFFROAD, LLC

LIABILITY RELEASE WAIVER FORM FOR ALL RIDERS/DRIVERS/PARTICIPANTS/SPECTATORS

THIS DOCUMENT EXTREMELY IMPORTANT. YOU MUST READ CAREFULLY AND UNDERSTAND ITS TERMS AND CONDITIONS. YOUR SIGNATURE WILL WAIVE IMPORTANT LEGAL RIGHTS.

ALL PERSONS ENTERING THE EVENT ARE REQUIRED TO SIGN AND SUBMIT TO THE TICKET TAKERS AND GATE ATTENDANTS THE SUMMARY AND SIGNATURE PAGE OF THE BELOW WAIVER, RELEASE, AND INDEMNIFICATION.

YOU MUST SIGN THE RELEASE AND WAIVER OF LIABILITY AND LEGAL RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND TO HAVE IT READY TO PROVIDE TO THE TICKET TAKERS AND GATE ATTENDANTS, ALONG WITH A COPY OF YOUR VALID PHOTO ID TO SHOW THEM. IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOU WILL NOT BE ADMITTED UNLESS YOU ARE ACCOMPANIED BY AN ADULT AND THE WAIVER, RELEASE, AND INDEMNIFICATION IS SIGNED BY YOUR PARENT OR GUARDIAN.

### PLEASE READ ALL OF IT CAREFULLY

### **RELEASE AND WAIVER OF LIABILITY AND LEGAL RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

### **BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

This is a Release and Waiver of Liability and Legal Rights, Assumption of Risk and Indemnity Agreement for you to enter and/or participate in the NTR Offroad, LLC (hereinafter "NTR Offroad") off-road event either as a Rider, Driver, Participant or Spectator, hereinafter referred to as "Participant." Participant (and Parent or Legal Guardian if applicable) in consideration for being permitted to enter NTR Offroad's off-road event to compete, officiate, observe, work for or participate in any way in the Event(s), including, but not limited to, activities, facilities or competitions or being permitted to enter for any purpose, any area of the event, agree to the terms and conditions of this Liability Release Waiver Form. The "event area" as used herein is the entire premises which is part of the activities being offered by NTR Offroad, LLC, whether same be inside the fences or adjacent thereto, the area for which an admission ticket is required and for which this document must be signed prior to entrance and/or participation in any activity, as well as any area which is accessible from the event area, including areas which are and which are not posted as "DO NOT ENTER" or similar language.

EACH OF THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, successors, and assigns:

1. Acknowledges, agrees and represents that he/she has or will immediately upon entering the event area, and will continuously thereafter, inspect the area which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about the event area and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave said areas and/or refuse to participate further in the event(s).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NTR Offroad, LLC, and all related parties, including, but not limited to, its managers, members and owners, officers, directors, elected officials, agents, employees, contractors or contracted employees, event volunteers, facility operators, owners of equipment, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any area of the event, promoters, sponsors, advertisers, the owners, lessees and lessors of the premises used to conduct the event(s), land owners of adjoining lands to the premises, premises and event Inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event(s) or purposes herein (referred to as "RELEASEES"), FROM ALL LIABILITY TO THE UNDERSIGNED his/her personal representatives, assigns, heirs and assigns, FOR ANY CLAIMS, DEMANDS, LOSS OR DAMAGE, OR CAUSES OF ACTION THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED CAUSED BY OR ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. Hereby agrees to indemnify, save and hold harmless the Releasees and each of them from any loss, liability damage, or cost he/she may incur arising out of or related to the event(s) whether caused by the negligent act or omission of the Releasees or otherwise while the undersigned is for any purpose participating in such an event(s). The undersigned acknowledges there is inherent risk associated with this event(s), including damage to vehicles/personal property, and the undersigned fully assumes the risks involved and hereby assumes full responsibility for any risk of any bodily injury, death or property damage arising out of or related to the event(s) whether caused by the negligent act or omission of Releasees or otherwise. By executing this instrument, you further authorize NTR Offroad, LLC to use your name, photos of you and/or your vehicle for the publicity, advertisement, endorsements, magazine articles or as deemed appropriate for off-road motor sports.
4. Hereby acknowledges that the activities of the event(s) are very dangerous and involve the risk of serious bodily injury, possibility of death and property damage and that off-road riding activity has inherent dangers and that no amount of care, caution, instruction or expertise can eliminate and that I, the undersigned, expressly and voluntarily assume all risk of death or personal injury or other forms of damages sustained while participating in off-road riding activity in motor sports whether or not caused by the negligence of the Releasees or otherwise. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
5. Hereby acknowledges, is aware of and understands that off-road riding activities have inherent dangers with respect to operating equipment on real property and land that may have both obvious and/or hidden dangers whether natural or man-made, including, but not limited to, trees, tree limbs, fence posts, snow, ice, earth, wildlife, variations in surface, streams, creeks, cliffs, crevasses, stumps, hills, pot holes, rocks, brush and other debris and that no amount of care, caution, instruction, inspection or expertise can eliminate such obvious and/or hidden dangers. I, the undersigned, expressly and voluntarily assume all risk of death or personal injury or other forms of damages sustained while participating in off-road riding activities that may be caused by such risk, hazards and obvious and/or hidden dangers whether or not caused by the negligence of the Releasees or otherwise.

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6. I, the undersigned, agree that I, along with my estate or any other personal representative, will NOT sue or otherwise make a claim against the Releasees for damages or other losses sustained as a result of my participation in the aforementioned off-road riding activities. I, the undersigned, hereby agree to indemnify and hold the Releasees harmless from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in off-road riding activity or event(s). I further agree that will NOT sue or otherwise make a claim on behalf of me and/or on behalf of my minor child. against the Releasees for damages or other losses sustained as a result of my participation in off-road riding activities or event(s).
7. Hereby agrees that this Release and Waiver of Liability and Legal Rights, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the law of the State of Oklahoma, in which the event(s) is/are being conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. Hereby acknowledges, agrees and represents that he/she has at all times, while riding in a vehicle participating in this event(s), will wear his/her respective seat and shoulder belts, helmets and/or other applicable safety equipment, that his/or her vehicle is in good mechanical condition, that I will operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual, he/she has informed himself/herself about the event(s) and trail(s) involved in the event(s), either by prior participation or investigation into the event(s) and trail and that he/she will not allow anyone else to ride or drive entered vehicles unless said person has signed this Agreement.
9. Hereby acknowledges, agrees and represents that he/she is aware that NTR Offroad, LLC, and all related parties, including, but not limited to, its managers, members and owners, officers, directors, elected officials, agents, employees, event volunteers, facility operators, owners of equipment, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in the event area, promoters, sponsors, advertisers, the owners, lessees and lessors of the premises used to conduct the event(s), land owners of the adjoining lands to the premises, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event(s) assumes no duty to supervise the activities of any participant, spectator, or any other individual.
10. Hereby acknowledges, agrees and represents that he/she is aware that alcohol is permitted in event area by participants and consumed by participants. subject to compliance with the laws of the State of Oklahoma and participants do so at their own risk, and that in doing so it may create a risk to others and that all participants in the event area hold harmless NTR Offroad, LLC. Participants further acknowledge that there is ABSOLUTELY NO ALCOHOL CONSUMPTION PERMITTED DURING THE COURSE OF MOTORIZED COMPETITIONS! Use or possession of illegal drugs will not be permitted while on the event premises. Consumption of alcohol or use of drugs, particularly if you are operating a motorized vehicle in an event(s) or on a trail, is extremely dangerous to yourself and other parties. Participants brought to the attention of representatives of NTR Offroad, LLC, who are suspected of using alcohol or drugs during the event or on a trail while operating a motor vehicle and/or behaving in any such manner that might be putting others in danger, may be ejected from the premises without refund,
11. Hereby acknowledges, agrees and represents that he/she will take full responsibility for, and hold harmless the Releasees for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in off-road riding activities or event(s).
12. Hereby acknowledges, agrees and represents that he/she understand that off-road riding activity is an action sport and recreational activity and that such activity is subject to accidents, Injury and even death of participants and that participants may suffer broken bones, internal injuries, paralysis, or fatal injury as well as loss of damage to personal property while participating in off-road riding activity.
13. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.
14. This Agreement shall be construed under and in accordance with the laws of the State of Oklahoma.
15. In the event any one or more of the provisions, terms, or conditions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceable provision, term, or condition shall not affect any other provision in this Agreement and it shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
16. I further agree that, should any claim or action arise from my participation as described herein, including any issue as to the applicability of this Agreement or any provision contained herein, proper jurisdiction and venue will lie only in Bryan County, Oklahoma and waive jurisdiction and venue in any other county or state.
17. This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understanding or written or oral agreement between the Parties respecting the subject matter of this Agreement and I, the undersigned, expressly recognize that this Agreement is a contract pursuant to which I have released any and all claims against the Releasees resulting from participation in off-road riding activities or event(s) including any claims related to the negligence of the Releasees  
or otherwise.
18. I, the undersigned, either adult or parent/legal guardian of a minor agree that all rights, property, and interest in any photograph, broadcast by radio, television, motion pictures, home video productions or by any other means or medial (including any transcriptions of any such broadcast) of any off-road riding activities, as well as any and all receipts there-from, belong to NTR Offroad, LLC for its exclusive and unlimited use. I further agree that NTR Offroad,

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LLC or its assigns, on a nonexclusive basis, may use my name and pictures (including pictures of my racing equipment and pictures taken during riding activities) for any purpose and in any media including, but not limited to, television, motion pictures, advertising, trade, home video production or any lawful purpose, and waive any right to inspect or proof the finished version. I also understand that NTR Offroad, LLC may, from time to time, engage a sports marketing firm to, among other things, promote the image of the riding activities, and I agree to cooperate with NTR Offroad, LLC and its sports marketing firm in such efforts,

IMPORTANT NOTE: you MUST FAMILIARIZE YOURSELF WITH THE TRAILS AND THEIR DIFFICULTY PRIOR TO PARTICIPATING IN ANY EVENT!!

PLEASE RESPECT OTHERS AND THE PROPERTY YOU ARE ON.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND LEGAL RIGHTS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREE AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND BY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL, IRREVOCABLE RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS AGREEMENT SHALL APPLY TO THE USE OF THE PROPERTY AND FACILITIES BY ME ON THE DATE AS SET FORTH BELOW AND ON ANY FUTURE DATE. THIS AGREEMENT REFLECTS THE ENTIRE UNDERSTANDING OF THIS AGREEMENT AND THAT NO STATEMENTS, PROMISES OR INDUCEMENTS NOT CONTAINED HEREIN SHALL BE VALID OR BINDING. I WILLINGLY, VOLUNTARILY AND HAVING HAD AMPLE OPPORTUNITY TO RAISE ANY QUESTIONS OR CONCERNS THAT MAY HAVE, ACKNOWLEDGE THAT I AM PARTICIPATING VOLUNTARILY WITH KNOWLEDGE THAT DANGERS ARE INVOLVED AND I AGREE TO ASSUME ALL THE RISKS AND THEREFORE SIGN THIS AGREEMENT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

**NOTICE: THIS A RELEASE AND WAIVER OF LIABILITY AND LEGAL RIGHTS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**PLEASE READ CAREFULLY: THE FULL TEXT IS AVAILABLE UPON REQUEST AND ON THE WEBSITE**

## **NTR OFFROAD, LLC**

LIABILITY RELEASE WAIVER FORM FOR RIDER'S/DRIVERS/PARTICIPANTS/SPECTATORS

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

This is a Release and Waiver of Liability and Legal Rights, Assumption of Risk and Indemnity Agreement for entering NTR Offroad, LLC (hereinafter "NTR Offroad") off-road event either as a Rider, Driver, Participant or Spectator, hereinafter referred to as "Participant."

Participant (and Parent or Legal Guardian if applicable) in consideration for being permitted to enter NTR Offroad, LLCs' off-road event to compete, officiate, observe, work for or participate in any way in the Event(s) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, personal representatives, heirs, successors, and assigns:

HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NTR Offroad, LLC, and all related parties, including, but not limited to, its managers, members, officers, directors, elected officials, agents, employees, contractors or contracted employees, event volunteers, facility operators, owners of equipment, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, park operators, park employees, officials, vehicle owners, drivers, rescue personnel, any person in any area of the premises, promoters, sponsors, advertisers, the owners, lessees and lessors of the premises used to conduct the event(s), land owners of adjoining lands to the premises, premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event(s) or purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED FOR ANY CLAIMS, DEMANDS, LOSS OR DAMAGE, OR CAUSES OF ACTION THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED CAUSED BY OR ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. BY SIGNATURE BELOW THE PARTY EXPRESSLY ASSUMES ALL LIABILITY AND OBLIGATION IN REGARD TO PARTICIPATION IN THIS EVENT, REGARDLESS OF CAUSATION OF ANY ECONOMIC LOSS OR INJURY.

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THE FULL TEXT OF THE WAIVER, RELEASE, PARENTAL CONSENT FORM AND INDEMNITY HAS BEEN PROVIDED TO ME PRIOR TO SIGNING THIS DOCUMENT. I ACKNOWLEDGE THAT I AM FAMILIAR WITH THE TERMS OF THIS WAIVER, RELEASE, AND INDEMNITY AND AGREE TO SAME.

<u>PRINTED NAME:</u>	<u>SIGNATURE:</u>	<u>DRIVER'S LICENSE NUMBER AND STATE:</u>	<u>DATE OF BIRTH:</u>
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MINOR (IF APPLICABLE)

<u>PRINTED NAME:</u>	<u>RELATIONSHIP:</u>	<u>DATE OF BIRTH:</u>
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