

## **COVENANT NOT TO SUE, RELEASE OF LIABILITY. ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement”)**

**Read carefully before signing. The document has significant legal consequences. You may wish to consult an attorney before signing.)**

IN CONSIDERATION of being permitted to compete, officiate, observe, spectate, work for, or participate in recreational activities and events of the **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC** including, but not limited to the riding of ATVs, swamp buggies and other approved vehicles, camping, hiking, picnicking, sightseeing, swimming, racing (hereinafter collectively referred to as “Activities”), on the 2,500 acres of real property in Taylor County, Georgia leased by **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC**, and, consisting, without limitation, of parking areas, trailers, camping areas, mud pits, tracks, trails, swimming areas, facilities and farm land (herein collectively referred to as “Park”) the Undersigned, on his/ her own behalf, on behalf of his/ her personal representatives, heirs, next of kin and spouse (herein referred to as “Undersigned”) agree that:

**1) RELEASE OF LIABILITY.** The Undersigned hereby remise, release, acquit, satisfy and forever discharge **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC** and its shareholders, officers, directors, agents, employees, attorneys, independent contractors, consultants, affiliates, subsidiaries, promoters, participants, rescue personnel, sponsors, advertisers, premises or event inspectors, surveyors, underwriters, consultants, and the successors and assigns of each of the foregoing (hereinafter collectively referred to as “Releasees”) from any and all manner of action and actions, cause and causes of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which Undersigned ever had, now have or may have in the future, or which any personal representative, successor, heir or assign of Undersigned hereafter can, shall or may have for any reason or cause whatsoever, including but not limited to, and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to the Undersigned’s physical presence at the Park or their participation in Activities, such as any claim or demand made on account of injury to the person or property or resulting in the death of the Undersigned whether caused by the negligence of the Releasees or otherwise. The Undersigned expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees, and Undersigned expressly releases Releasees for liability in such instance whether caused by Releasees’ negligence or otherwise.

**2) The Undersigned** hereby covenants not to sue or otherwise assert a claim of any nature whatsoever against Releasees arising out of or in any way related to Undersigned’s physical presence at the Park or their participation in Activities at the Park.

**3) INDEMNITY AGREEMENT.** The Undersigned hereby agrees to indemnify, hold harmless, and defend Releasees from and against any and all claims, cost, expenses, or liability (including attorneys fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with any Activities Undersigned may engage in the Park whether such claim or right of action is caused by the negligence of the Releasees or otherwise.

**4) ASSUMPTION OF RISK.** The Undersigned acknowledge that physical presence in the Park and the Activities are very dangerous and involve the risk of serious injury, death, or property damage. The Undersigned understand and comprehend the risk associated with Undersigned’s physical presence at the Park and the Activities engaged in by Undersigned and others at the Park and hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of Undersigned’s physical presence at the Park, the Activities being engaged in at the Park by Undersigned and by all others, or Undersigned’s participation in the Activities at the Park whether caused by negligence of the Releasees or otherwise.

**5) INSPECTION AND ACCEPTANCE OF PREMISES.** The Undersigned certify and agree that they/he/she will carefully examine the areas of the Park they/ he/ she intend to use prior to each use of the same, and that their/ his/ her participation in any Activities or use of the Park will automatically indicate their/ his/ her acceptance of the conditions of the Park as being reasonable and safe for the purpose for which they are used, and the Park and their facilities contained therein are accepted in an AS IS, WITH ALL FAULTS condition without reservation, limitation or warranty.

**6) NO WARRANTIES.** The Undersigned acknowledges that the Releasees have made no warranty, express or implied, regarding the condition of the Park or any facilities contained therein, the safety of the Activities or the physical or mental condition, competency or skill of any other person using the Park, participating in any Activities or officiating any event held at the Park.

7) **ASSESSMENTS OF SKILLS-RULES.** The Undersigned hereby certify that they/ he/ she have examined the Park, are familiar with the conditions associated with the Park and that they/ she/ he are capable and skilled in the use of approved vehicles, if any, that they/ he/ she will operate in the Park. The Undersigned acknowledge that they/ he/ she have read and are familiar with and also have agreed to obey and abide by the rules of the Park that are posted. The Undersigned agree to follow all federal, state and local government laws and regulations while at the Park.

8) **NO WAIVER OR MODIFICATION.** No officer, director, employee, agent, servant, independent contractor or other representative of **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC** is authorized to vary the terms and provisions of this document or to make any oral or written representation contrary to any provisions hereof or otherwise in connection with the subject matter.

9) **PHOTO-MEDIA RELEASE.** The Undersigned, further irrevocable release all rights to image or account of their participation in said events and grant **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC.** and any of its affiliates, staff, independent contractors, event promoters or sponsors irrevocable permission to publish any photos, video, written or audio account of the Undersigned's use of the Park or participation in the Activities without further consent or expectation or any form of compensation.

10) **LEGAL TERMS.** The terms and provisions of this Agreement and any dispute arising in connection herewith shall be governed by and construed in accordance with Georgia Law. By signing below, Undersigned agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Georgia, and that if any portion thereof is held invalid, it is further agreed that the balance of said Agreement shall continue in full force and effect. The parties agree that the venue for any legal action filed in connection with this Agreement shall be in Taylor County, Georgia. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all cost incurred, including without limitation, reasonable attorneys fees. It is further understood and agreed that this Agreement may be used as evidence in any such action, and the Undersigned hereby irrevocably and unconditionally consent and agree to such use.

11) **MINORS.** The provisions of this Agreement are binding upon the Undersigned, their/his/her heirs, successors assigns, and personal representatives. If any one of the Undersigned is a minor or legally incompetent, this Agreement must be signed by both parents or all legal guardians of said minor or incompetent, and the parents or legal guardians certify to **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC** that they/he/she has read and understands this Agreement and is authorized to sign on behalf of the said minor or incompetent. All minors must have **both** parents or all legal guardians sign the Parental Consent, Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement, Medical Treatment Authorization and Letter of Guardianship before entering the Park.

12) **MISCELLANEOUS.** By signing this Agreement, Undersigned warrant that Undersigned possess valid and current liability insurance for any vehicle brought in to the Park and hereby agree that this 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 laws of the State of Georgia.

13) **GENDER AND NUMBER.** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, include the others whenever the context so indicates.

\_\_\_\_\_ THE UNDERSIGNED HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS,  
Initial UNDERSTAND THAT UNDERSIGNED HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT,  
AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE  
OR GUARANTEE BEING MADE TO UNDERSIGNED AND INTEND THEIR SIGNATURES TO BE  
COMPLETE AND UNCONDITIONAL RELEASE OF RELEASES TO THE GREATEST EXTENT  
ALLOWED BY GEORGIA LAW.

Print Name Here: \_\_\_\_\_ Signature: \_\_\_\_\_

Driver's License/Photo ID# \_\_\_\_\_ Date: \_\_\_\_\_

**BOONDOCKS MUD PARK, LLC, SFG ENTERTAINMENTS, LLC AND MONSTER ENTERTAINMENT, LLC IS NOT RESPONSIBLE FOR ANY COMPLICATIONS ILLNESS OR DEATH AS A RESULT OF COVID-19. \_\_\_\_\_ INITIALS**

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **Boondocks Mud Park, LLC, SFG Entertainments, LLC and Monster Entertainment, LLC** their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**BMP**"), I hereby agree to release, indemnify, and discharge BMP, 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 event 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; 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.

Furthermore, BMP employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BMP 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 BMP's equipment or facilities, **including any such claims which allege negligent acts or omissions of BMP.**
4. Should BMP 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 BMP, I agree to do so solely in the state of Georgia, 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 BMP on the basis of any claim from which I have released them herein.**

**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 \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of (print minor's name) \_\_\_\_\_  
("Minor") being permitted by BMP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BMP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**BOONDOCKS MUD PARK, LLC, SFG ENTERTAINMENTS, LLC AND MONSTER ENTERTAINMENT, LLC IS NOT RESPONSIBLE FOR ANY COMPLICATIONS, ILLNESS, OR DEATH AS A RESULT OF COVID-19. \_\_\_\_\_ INITIALS**