

READ CAREFULLY AS THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Mad Mud Run Adventure Race, Scottsdale, AZ

November 21, 2009

Description and Location of Event

Date

I/WE HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE AND DISCHARGE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes therein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, heirs and next of kin for any and all loss or damage and any claim or any demand on account of any injury to the participant included, but not limited to, death, whether caused by the negligence of the "Releasees" or otherwise, while the minor is in or upon the restricted area and/or competing, officiating in, observing, working for or for any purpose participating in the event.

I/we will inform and instruct the said minor participant that upon entering any restricted area the minor must continuously thereafter inspect such restricted area and all portions thereof which the minor enters and with which he comes in contact and I/we further warrant that the minor's entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he, (minor), has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and if he feels anything is unsafe, he will immediately advise the officials of such and will leave the restricted areas.

The undersigned expressly acknowledge and agree that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage.

Each of the undersigned parents or legal guardians for the minor participant agrees to indemnify and save and hold harmless the "Releasees," and each of them from any loss, liability, damage or cost they may incur due to the presence of the said minor in or upon the restricted area or in any way competing, officiating, observing or working for any purpose participating in the event and caused by the negligence of the "Releasees" or otherwise.

THE UNDERSIGNED PARENTS OR LEGAL GUARDIANS HAVE READ AND VOLUNTARILY SIGN THE MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

NAME OF PARENT OR GUARDIAN (Please Print)

NAME OF PARTICIPANT (Please Print)

SIGNATURE OF PARENT OR GUARDIAN

WITNESS

DATE

DATE

ADDRESS

MINOR'S ASSUMPTION OF RISK

I have discussed the event that I wish to participate in with my parents or legal guardians, and they have explained to me the possibility of my being injured. I know that I could be injured, possibly severe or even worse.

I am willing to assume the responsibility of this in order to be a participant in the event that I wish to participate in.

I also agree that at any point, if I feel endangered either by my own actions or those of others that I am free to withdraw from the event and will do so of my own free will.

I know that I am not giving up any of my rights and that it is okay for me to participate.

Type of Event: Mad Mud Run Adventure Race

Date(s) of Event: November 21, 2009

Location of Event(s): Scottsdale, AZ

I HAVE READ THE ABOVE ASSUMPTION OF RISK.
I FULLY UNDERSTAND WHAT IT MEANS AND HAVE SIGNED IT VOLUNTARILY.

NAME OF PARENT OR GUARDIAN (Please Print)

NAME OF PARTICIPANT (Please Print)

SIGNATURE OF PARENT OR GUARDIAN

SIGNATURE OF MINOR PARTICIPANT

DATE

DATE