

M&H PROMOTIONS EVENT 2021
ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY

I hereby acknowledge and record my independent and voluntary decision to observe and/or participate in M&H PROMOTIONS EVENT (the "Event") located at the Iosco County Fairground in Hale, Michigan (the "Premises"). The Event involves motor vehicle activities, events, and competitions, generally referred to as "mud bogging", that are inherently dangerous to spectators and/or participants. In addition, I hereby acknowledge that observing and/or participating in the Event includes many other motor vehicle activities and events, ATV/UTV use, and camping at the Premises. I hereby agree to the following Assumption of Risk and Waiver and Release of Liability (hereinafter "Waiver"):

I AM AWARE THAT THE EVENT INVOLVES ACTIVITIES THAT BY THEIR NATURE ARE DANGEROUS AND THAT THROUGH OBSERVATION OR PARTICIPATION IN THE EVENT, INCLUSIVE OF ANY OR ALL OF RELATED ACTIVITIES, PROPERTY DAMAGE AND/OR SERIOUS INJURY OR DEATH TO MYSELF OR OTHERS COULD RESULT.

Risks

In such regard, I acknowledge such risks which include, but are not limited to, property loss, minimal or serious bodily injury, death and other damages, which may be brought about directly or indirectly by the actions of persons, including, but not limited to, participants, volunteers, spectators, attendees, event monitors, event sponsors, subcontractors, and/or producers of the Event. I further understand that the drivers of the trucks and other motorized vehicles involved in the Event have limited visibility. **It is my responsibility to exercise extreme caution near any trucks, atvs/utvs, or other vehicles involved in the Event in any capacity.**

Inspection of Premises

I have personally viewed and examined the Premises in its entirety to my satisfaction. Such examination has not only included the tracks and competition areas involved, but also all areas in proximity including those where I may encounter motor vehicles participating in the Event.

Vehicle Passengers Prohibited

I further represent that in making use of the Premises above described for vehicle operation, I will not have any passenger in the vehicle that I am operating or have another person or persons situated in close proximity as such may create a risk or danger to such persons or others.

No Representations or Warranties

I further acknowledge that the owners or occupiers of the Premises have made no representations or warranties, and make no representations or warranties, as to the conditions or capabilities of the Premises or of any equipment including motor vehicles used in any capacity during the Event, including those conditions or capabilities that may relate to known or unknown, latent or obvious defects that may exist, leaving all risk, and decisions regarding use, observation, or participation in the Event entirely to my discretion, which discretion I hereby freely exercise and accept.

Acceptance of Risk

By execution of this document, and with full knowledge and understanding, I therefore accept the risks associated with use and attendance at the Premises and execute this release and waiver as to all motor vehicle operation and other activities conducted by me and others, with full recognition that as attendee, spectator or participant, I am engaging in an activity that is inherently dangerous. I hereby acknowledge my voluntary and informed assumption of full responsibility and liability regarding any injuries or other losses that I may incur coincident to my participation and/or attendance at the Event.

Full Release and Waiver of Liability

In consideration of my permission to attend the Event as a spectator and/or participant and to use the Premises and all facilities, I hereby forever waive liability and release, acquit, and discharge MICHIGAN MUD JAM, MAXIMUM MICHIGAN MADNESS, OUTLAW SPRING BOG, OUTLAW HALLOWEEN BOG, M & H PROMOTIONS LLC, OUTLAW GRAPHICS, IOSCO COUNTY AGRICULTURAL SOCIETY, RON HEAL, KRISTIE HEAL, JESSE MCNICHOLL, MELISSA MCNICHOLL, and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, representatives, sponsors, and other persons having control or occupation of the premises at issue (collectively "Releasees") from any and all liability, actions, claims, demands, damages of every kind and nature, whether legal or equitable, that I now have, or may have in the future, for injury, death, disability, property damage, or property theft related to (i) my participation in or observation of the Event, (ii) the negligence or other acts, whether or not directly connected to the Event, and however caused, whether by Releasee or others, and/or (iii) the condition of the premises, whether or not I am then participating in or observing the Event. This release and waiver includes, but is

not limited to, my assumption of all medical and related bills that I may incur because of any injury or illness; costs (including attorney fees) or loss related to any bodily injury, disability or death; together with costs (including attorney fees) or loss related to loss or damage to personal property. I agree that I will not make a claim against, sue, or otherwise pursue money or property of any Releasee in connection with any of the matters covered by this waiver and release.

Indemnification and Hold Harmless

I further agree to defend, indemnify and hold harmless all Releasees from any and all liability or claims made by other individuals and/or entities as a result of my actions during the Event. I understand that the Event sponsors/organizers do not insure participants or attendees in regard to the Event activities, and that any coverage that may be available, would be through personal insurance of the participants/attendees. I recognize that the sponsors/organizers of the event do not require participants to provide proof of insurance and as such make no representations or warranties as to insurance availability of participants or attendees.

Laws, Rules and Regulations

I hereby acknowledge that I have read all rules and regulations regarding conduct at the Event, and I agree to abide by all said rules and regulations. I acknowledge that my failure to abide by said rules and regulations may result in my immediate removal from the Event without any refund of my admission fee. I agree to abide by all state and federal laws at the Event and while on the premises. I understand that operating a motor vehicle at the Event while impaired or intoxicated (under the influence of alcohol or a controlled substance) is a crime pursuant to the Michigan Motor Vehicle Code, MCL 257.625 et. seq. I hereby consent to receive medical treatment that may be deemed necessary or advisable in the event of an injury, accident, and/or illness during the Event. I understand that I may be photographed or videoed at the Event. I agree to all my photograph, video, or film likeness to be used for any legitimate purpose by the Event holders, producers, sponsors, organizers, and/or assigns.

Jurisdiction and Binding Effect

This Waiver and Release shall be construed according to the laws of the State of Michigan. Jurisdiction and Venue applicable to any legal or equitable action brought relating to the event or this Waiver and Release shall be brought in the County of Iosco, State of Michigan. This Waiver and Release shall be binding on my estate, heirs, executors, administrators, next of kin, successors, and assigns, as well as any other party asserting a claim on my behalf or on behalf of my estate.

Acknowledgement of Competency and Understanding

BY EXECUTION HEREOF, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY AND HAVE A FULL UNDERSTANDING OF ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF ALL CLAIMS AND LIABILITY AND THAT SAME IS BINDING ON ME. I AM COMPETENT, OF SOUND MIND AND SIGN THIS DOCUMENT FREELY, VOLUNTARILY AND WITHOUT FORCE OR COERCION. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT INDEPENDENT COUNSEL OF MY CHOOSING PRIOR TO EXECUTING THIS DOCUMENT. (If under 18 years of age, parent/guardian must sign this Waiver AND the Parent/Guardian Waiver for Minors.)

Signature: _____ Date: _____ Signature: _____ Date: _____
Print Name: _____ Age: _____ Print Name: _____ Age: _____

Signature: _____ Date: _____ Signature: _____ Date: _____
Print Name: _____ Age: _____ Print Name: _____ Age: _____

**M&H PROMOTIONS EVENT 2021
PARENT/GUARDIAN WAIVER FOR MINORS**

(REQUIRED FOR EVERY PERSON UNDER THE AGE OF 18 YEARS)

The undersigned parent or guardian (hereinafter Releasor/Indemnitor) does hereby represent that he and/or she has authority and is acting in the capacity of parent or guardian of the minor child or children listed below, and consents to his or her child's (children's) or ward's (wards') participation in the Event, and has agreed individually and on behalf of the child(ren) or ward(s), to the terms of the Waiver and Release set forth above which is incorporated herein by reference. The undersigned verifies that the dangers of the activities and the significance of the terms as set forth in the foregoing Waiver and Release were explained to the minor(s) and that the minor(s) indicated complete understanding of same.

The undersigned parent or guardian further agrees to defend, indemnify and hold harmless each and all of the parties referred to above, including MICHIGAN MUD JAM, MAXIMUM MICHIGAN MADNESS, OUTLAW SPRING BOG, OUTLAW HALLOWEEN BOG, M & H PROMOTIONS LLC, OUTLAW GRAPHICS, IOSCO COUNTY AGRICULTURAL SOCIETY, RON HEAL, KRISTIE HEAL, JESSE MCNICHOLL, AND MELISSA MCNICHOLL and any affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, volunteers, representatives, sponsors, and other persons having control or occupation of the Premises at issue (Collectively Releasee/Indemnitee), from any and all liability, actions, claims, demands, damages of every kind and nature, whether legal or equitable, that said minor(s) or undersigned on their behalf may have, or may have in the future (whether during minority or after arriving at the age of adulthood), for injury, death, disability, property damage, or property theft relating to or arising out of said minor(s) participation in, attendance or observation of the Event.

I UNDERSAND THAT I HAVE THE RIGHT TO CONSULT INDEPENDENT COUNSEL OF MY OWN CHOOSING PRIOR TO EXECUTING THIS DOCUMENT.

With full understanding of the terms and conditions contained herein, together with the terms and conditions of the Waiver and Release incorporated by reference, the waiver and release on behalf of the minors listed below, together with the indemnification terms set forth above, are hereby made effective by signature below on the date and time indicated.

Parent or guardian must also sign M&H PROMOTIONS EVENT 2021 Assumption of Risk and Waiver and Release of Liability Form.

MINOR'S NAME: _____ Minor's Age: _____

MINOR'S NAME: _____ Minor's Age: _____

MINOR'S NAME: _____ Minor's Age: _____

MINOR'S NAME: _____ Minor's Age: _____

Signed by Parent(s) or Guardian(s) on behalf of minor(s) and Personally as Indemnitor

Printed name: _____ Date: _____ Time: _____
Capacity: Parent Guardian of: _____

Printed name: _____ Date: _____ Time: _____
Capacity: Parent Guardian of: _____

Printed name: _____ Date: _____ Time: _____
Capacity: Parent Guardian of: _____