

SPROCKET RANCH, LLC ACTIVITY WAIVER

THIS WAIVER IS FOR RIDING/SHOOTING/ AND ANY ACTIVITIES PARTICIPATED IN AND OR OBSERVING AT SPROCKET RANCH, 7319 NW CR 0150S RICE, TEXAS. THIS WAIVER FORM IS A RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY

In consideration for the opportunity for event participation and utilization of the riding areas, recreational facilities, trails, or other restricted areas of Sprocket Ranch, LLC, 7319 NW CR 0150 S, Rice, Texas, and their respective affiliates, owners, employees, or agents in furtherance of any sport involving a motor vehicle propelled by power, other than muscular power, including, but not limited to, dirt bike riding, motor sports racing, motor sports, and recreational or competitive activities (hereinafter, collectively referred to as “Motor Sports” or “Riding Activity”): I hereby understand and agree to this **RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK** and to the terms hereof as follows:

1. I, the undersigned, understand that Motor Sports is an action sport and recreational activity involving travel in three dimensions and that such activity is subjects to accidents, injury, and even death of participants. I understand that I may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in Motor Sports.
2. I, the undersigned, hereby **RELEASE AND DISCHARGE** Sprocket Ranch, 7319 NW CR 0150 S, Rice, Texas, and all related parties, company officers, directors, agents, employees, event volunteers, racing associations, participants, inspectors, surveyors, consultants, sponsors, facility operators, owner of equipment, and owners of the land used for Motor Sports, including, but not limited to, Sprocket Ranch, 7319 NW CR 0150 S, Rice, Texas (hereinafter referred to as the “Released Parties”), from **ANY and ALL LIABILITY**, claims, demands, loss of damage, or causes of action that I, my personal representatives, heirs, next of kin, or assigns may hereafter have for injuries, loss of life, damage to, or lose of, property, and all of the forms of damage arising from my participation in Motor Sports, including, but not limited to losses, injuries to the person or property, or death of the undersigned **CAUSED BY OR ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OF OTHERWISE.**
3. I, the undersigned, understand and acknowledge that Motor Sports have inherent dangers that no amount of care, caution, instructions, inspections, or expertise can eliminate and I **EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR**

PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS WHETHER OR NOT CAUSED BY THE SOLE NEGLIGENCE OF THE RELEASE OF PARTIES OR OTHERWISE.

4. I, the undersigned, understand and acknowledge that Motor Sports 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, crevasses, stumps, hills, pot holes, brush, and other debris and that no amount of care, caution, instruction, inspection, or expertise can eliminate such obvious and/or hidden dangers. **I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OF PERSONAL INJURY OF OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS/SHOOTING AND ANY OTHER ACTIVITIES PERFORMED AT THIS PROPERTY THAT MAY BE CAUSED BY SUCH RISK, HAZARDS, AND OBVIOUS AND/OR HIDDEN DANGERS WHETHER OR NOT CAUSED BY THE SOLE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**
5. I, the undersigned, agree that I, my estate, or any other representative WILL NOT SUE OR OTHERWISE MAKE A CLAIM AGAINST THE RELEASED PARTIES for damages or other losses sustained as a result of my participation in the aforementioned Motor Sports.
6. I, the undersigned, hereby agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgements, 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 Motor Sports/Shooting or anything else performed on this property.
7. I, the undersigned, will take full responsibility for, and hold harmless the RELEASED PARTIES 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 Motor Sports/Shooting or anything else performed at this property.
8. I, the undersigned, agree that I will operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of an individual.
9. I, the undersigned, represent that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK shall be in full force and effect for so long as I engage in Motor Sports which are in any way connected to or with the RELEASED PARTIES.
10. I, the undersigned, represent that I am at least eighteen (18) years of age. I further acknowledge that the RELEASED PARTIES are relying on the participant's affirming that he/she is not a minor child.
11. I, the undersigned, expressly recognize that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, AND ASSUMPTION OF RISK is a contract pursuant to which I

have released any and all claims against the RELEASED PARTIES resulting from participation in Motor Sports including any claims related to the negligence of the RELEASED PARTIES or otherwise.

12. I, the undersigned, acknowledge that the activities associated with Motor Sports are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the RELEASED PARTIES. I acknowledge that this agreement extends to all acts of negligence by the RELEASED PARTIES, including negligent rescue operations.
13. Photo and Production Rights: I, the undersigned, either adult or parent/guardian of 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 media (including any transcriptions of any such broadcast) of an Riding Activities, as well as any and all receipts there-from, belong to Sprocket Ranch, LLC, 7319 NW CR 0150 S, Rice, Texas, for its exclusive and unlimited use. I further agree that Sprocket Ranch, LLC, 7319 NW CR 0150 S, Rice, Texas or its assigns, on a non-exclusive 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 I waive any right to inspect or proof the finished version.
14. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the United States of America and the State of Texas and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement shall be continuing and shall apply to the use of the property and facilities by me for a period of one year. This waiver reflects the entire understanding of this agreement, and no statement, promises, or inducements not contained in this agreement shall be valid or binding.
15. I, the undersigned, have read and understand the above and acknowledge that the same constitutes a release of liability stemming from the inherent, known, and obvious risks arising out of my engaging in Motor Sports.
16. TEXAS LAW (CHAPTER 75E, CIVIL PRACTICE AND REMEDIES CODE) LIMITS THE LIABILITY OF A MOTORIZED OFF-ROAD VEHICLE ENTITY FOR INJURIES OR DEATH OF A MOTORIZED OFF-ROAD VEHICLE ACTIVITY PARTICIPANT RESULTING FROM A MOTORIZED OFF-ROAD VEHICLE ACTIVITY. Initial here: _____.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

Signature of adult participant: _____

Printed name of adult participant: _____

Name(s) of minor children covered by this release:

Signature of Parent One: _____

Signature of Parent Two: _____

Date: _____

Address: _____

Phone number: _____ Email: _____