**Townsquare Live Events, LLC**

**Texas Mud Extravaganza (Thursday, June 13th – Sunday, June 16th 2013)**

**Gator Run Off Road Park, Tatum Texas**

**I understand and acknowledge that all-terrain vehicles, trucks, cars, racing machines of any kind, and all other activities of any kind, that I might be engaged in as a participant or spectator bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties. Being aware of the above risk as stated above:**

**I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY FOR INJURY, DEATH, ILLNESS, OR DAMAGE TO MYSELF, TO OTHERS, OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION IN THIS ACTIVITY/EVENT OF RACING, RIDING, OR ANY OTHER ACTIVITY AT TEXAS MUD EXTRAVAGANZA 2013.**

**I acknowledge that my participation in any activity is purely voluntary, no one is forcing me to participate, and I independently elect to participate in spite of the risks. I further acknowledge that Townsquare Live Events, LLC and its affiliates at Gator Run Off Road Park, make no express or implied representation as to the condition of any roads, buildings, gates, or other improvements at Townsquare Live Events, LLC and its affiliates at Gator Run Off Road Park where the activities will take place. I further understand that I may be exposed to other dangerous conditions, risks, and hazards at Gator Run Off Road Park, including but not limited to, poisonous snakes, insects and spiders, blinds and tree stands, erosion and general conditions of the land both on and off roadways which may create hazardous driving and walking conditions, animals both wild and domestic which may be diseased and are potentially dangerous; deep waters, and other persons will all-terrain vehicles on or off Gator Run Off Road Park property.**

**I EXPRESSLEY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS, AND DANGERS WHICH I MAY BE EXPOSED TO ON THE GATOR RUN OFF ROAD PARK PROPERTY AND ASSUME ALL RESPONSIBILITY FOR INJURY, DEATH, ILLNESS, OR DAMAGE TO MYSELF, TO OTHERS, OR TO MY PERSONAL PROPERTY ARISING FROM MY PRESENCE ON THE GATOR RUN OFF ROAD PARK PROPERTY.**

**Further, in exchange for right to enter Gator Run Off Road Park property and engage in the activities described above, I hereby voluntary release, forever discharge, and agree to hold harmless and indemnify Gator Run Off Road Park, its agents or employees, owners, and all associated persons or entities, from any and all liability, claims, demands, actions, or rights of all actions, which are related to, arise out of, or are in any way connected with my participation in activity offered during the event, including specifically but not limited to the negligent acts or omissions of Gator Run Off Road Park, its agents or employees, volunteers, owners, and all other associated persons or entities for any and all injury, death, illness or disease, and danger to myself or my property.**

**IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING TOWNSQUARE MEDIA LIVE EVENTS, LLC AND ITS AFFILIATES AT GATOR RUN OFF ROAD PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SPONSORS, VOLUNTEERS FROM LIABILITY FOR DAMAGES CAUSED BY ANY NEGLIGENCE OR OMISSIONS ON BEHALF OF GATOR RUN OFF ROAD PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES, SPONSORS, VOLUNTEERS I understand that by agreeing to indemnify Gator Run Off Road Park should it become necessary for Gator Run Off Road Park, or someone on Gator Run Off Road Park’s behalf, to incur attorneys’ fees and costs to enforce this agreement, or any portion thereof, I agree to pay Gator Run Off Road Park reasonable attorneys’ fees and costs arising there from. The release, discharge, and indemnification voluntarily given herein shall extend to, and for the benefit of, any corporation, partnership, or other entity affiliated with any of the following: Gator Run Off Road Park, its operations or property, including but not limited to partners, landowners, volunteers, limited partners, or shareholders. I certify that I have sufficient health, and accident liability insurance sufficient to cover any bodily injury or property damage that I may incur while participating in this event. I further covenant to cover any bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, voice, or union force-able, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. Should any dispute arise under the terms of this agreement, the parties agree that the venue for dispute of the resolution, albeit it by litigation or dispute resolution shall be Tatum, Texas.**

**SIGNATURE OF PARENT/GUARDIAN IS REQUIRED FOR ALL MINORS UNDER THE AGE OF 18. I have read, understand, and accept the terms and covenants contained herein. To the extent and provision is unclear, Townsquare Media Live Events, LLC and Gator Run Off Road park encourage that an attorney be independently consulted prior to signing.**

**MUST BE FILLED OUT COMPLETELY – PLEASE PRINT CLEARLY**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Signature of Participant:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If UNDER 18 SIGNATURE OF PARENT/GUARDIAN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Driver’s License Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date of Birth:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**