

**2014 ANNUAL COVENANT NOT TO SUE, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**THIS WAIVER IS TO BE USED BY ALL ADULT PARTICIPANTS But not limited to any activity while at The Saint Lucie Mudjam. (Read carefully before signing. This document has significant legal consequences. You may wish to consult an attorney before signing. ) You agree to obey all rules, and wear all approved safety equipment. Your vehicle must have all the approved safety equipment required.**

IN CONSIDERATION of being allowed on the real property of MEC Ranch Properties LLC consisting of parking areas, trailers, camping areas, mud pits, tracks, and farm land ( herein referred to as PARK ) for the purpose of engaging in recreational activities of riding ATVs, swamp buggies and other approved vehicles, camping, hiking, walking, picnicking, sightseeing, (hereinafter referred to as ACTIVITIES) the undersigned, his/her personal representatives, heirs, next of kin and spouse agree that:

1) **RELEASE OF LIABILITY.** I hereby remise, release, acquit, satisfy and forever discharge Ann Norvell -MEC Ranch Properties LLC , and Thomas Recreation & Music Park, LLC, Larry Thomas & family members, LAT Promotions LLC their shareholders, offices, , their shareholders, officers, directors, agents, employees, security persons, independent contractors, consultants, affiliates, subsidiaries, successors and assigns, insurance company, promoters, participants, rescue personnel, sponsors, advertisers, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities (hereinafter collectively referred to as Releasee) from all, and all manner of action and actions, cause and cause of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which I ever, had now have or may have in the future, or which any personal representative, successor, heir or assign of mine hereafter can, shall or may have for any reason or cause whatsoever, including but not limited to, any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence at the park.

2) **COVENANT NOT TO SUE.** I hereby covenant not too sure or otherwise assert a claim of any nature whatsoever against Releasee arising out of or in any way related to my physical presence at the Park or my participation in Activities at the Park.

3) **INDEMNITY AGREEMENT** I hereby agree to indemnify, hold harmless, and defend Releasee 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 I may engage in the park.

4) **ASSUMPTION OF RISK.** I understand and comprehend the risk associated with my physical presence at the park and the activities engaged in by myself and others at the Park and hereby assume full responsibility for nay risk of bodily injury , death or property damage arising out of my physical presence at the Park, the Activities being engaged in at the Park by myself and all others, my participation in the Activities occurring at the Park whether caused by negligence of the Releasee or otherwise.

5) **TERM** This covenant **NOT TO SUE, RELEASE OF LIABILITY , ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** is in effect from the date of signing and continues until December 31 2017 for all future activities with the PARK .

6) **INSPECTION AND ACCEPTANCE OF PREMISES** The undersigned certifies and agrees that he/she will carefully examine the areas of the Park he/she intends to use prior to each use of the same, and that his/her participation in any Activities or the use of the facilities found in the Park will automatically indicate his/her acceptance of the conditions of the premises as being reasonable And safe for the purpose for which they are used, and the facilities and the premises are accepted in an AS-IS condition without any reservation, limitation or warranty.

7) **NO WARRANTIES** The undersigned acknowledges that the Releasee have made no warranty, express or implied, regarding the condition of the Park or the physical or mental condition, competency or skill of any other person using the Park or officiating any event held at the Park. 8) **SKILLS AND RULES** The undersigned hereby certifies that he/she has examined the Park, is familiar with the conditions associated with the Park and that She/he is capable and skilled in the use of approved vehicles, if any, that he/she will operate in the park.

The undersigned acknowledges that he/she has read and is familiar with and also has agreed to obey and abide by the rules of the Park that are posted. The undersigned agrees to follow all state, local, federal or governmental laws while on the property.

9) **WAVIER** No officer, director, employee, agent, servant or other representative of MEC Ranch, LLC, Thomas Recreation & Music Park, 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.

10) **PHOTO/MEDIA RELEASE** I the under signee further release all rights to image or account of my participation in said event and grant Thomas Recreation & Music Park, LLC and website Saint Lucie Mudjam any of its affiliates , staff, event promoter or sponsors connected with this event permission to publish any photos, video written or audio account of my participation without expectation or any form of compensation.

11) **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 Florida Law. The parties agree that the venue for any legal action filed in connection with this agreement shall be in Saint Lucie County, FL . In connection with any litigation arising out of this Agreement , the prevailing party shall be entitled to recover all cost incurred, including reasonable attorneys fees.

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW. THIS IS FOR THE JUNE 20 -22, 2014 EVENT.**

**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ /2014

**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ /2014

**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ /2014

**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

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**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ /2014

**Print Name :** \_\_\_\_\_ **Age** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ /2014