

PARENTAL/LEGAL GUARDIAN
RELEASE, WAIVER OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK

PLEASE READ THE ENTIRE RELEASE, WAIVER OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK BEFORE SIGNING AS IT HAS A SIGNIFICANT IMPACT ON YOUR LEGAL RIGHTS. IT IS INTENDED TO PROTECT THE RELEASED PARTIES FROM LIABILITY RELATING TO YOUR CHILD/CHILDREN'S WARD/WARD'S PARTICIPATION IN THE EVENT.

1. The Town of Amargosa Valley, a political subdivision of the State of Nevada, requires a parent/legal guardian to sign this Release, Waiver of Liability, and Express Assumption of Risk ("Waiver"), as a condition of allowing children or wards (under the age 18 years old) to participate in activities associated with this event.
2. By signing this Waiver and for consideration of my ward/child/children's participation in mud bogging activities (DATE(S) , at (LOCATION), I fully and completely waive, release, discharge, and promise not to sue the Town of Amargosa, their directors, officers, administrators, employees, volunteers, agents, supervisors, participants, assigns, sponsors, their representatives (collectively, the "Releasees"), for any and all liability, claims, demands, actions, and any other causes of action whatsoever (whether direct or derivative), arising out of or related to any loss, damage, or injury that I may have, whether caused by the negligence of the Releasees or otherwise, while my ward/child/children are participating in such activity, (including those outlined below) or while in, on, or upon the premises where the activity is being conducted, including but not limited to: recovering for my injuries, loss of consortium, ward's/child's companionship, comfort, and society, loss of income, non-economic damages, (including, but not limited to medical bills and expenses related to the treatment of injuries), my pain and suffering caused by mental anguish, emotional distress, and physical injuries suffered by my ward/child/children.
3. I am aware of the inherent and potential risks and injuries relating to mud bogging which include but are not limited to the following: carbon monoxide poisoning, physical injury, and/or personal property damage.
4. I voluntarily assume the risk of **personal injury, disability, and death.**
5. I agree and consent to emergency medical care and transportation of my ward/child/children in the event of injury as medical professionals may deem appropriate.
6. I agree and understand that I am responsible for any harm, damage, or injury caused by my ward/child/children.
7. I agree to indemnify and hold harmless Releasees from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my ward/child/children's participation in these activities, whether caused by the negligence of Releasees or otherwise.
8. This Waiver and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties' consent to the Fifth Judicial District Court, Nye County, NV for enforcement of this Waiver.

9. I understand that the Town of Amargosa Valley will not waive and intends to assert available NRS Chapter 41.035 liability limitations in all cases. This limitation of liability does not extend to (list each private vendor/sponsor).

10. I understand and agree that this Waiver shall be binding on me and my heirs, executors, administrators, legal representatives, and assigns. I have carefully read this Waiver and fully understand its contents. I am aware that by signing this Waiver, I am waiving certain legal rights.

11. I will not allow my ward/child/children to participate in any event if he/she/they have any physical/emotional condition which may increase the likelihood of injury.

12. I agree that if my ward/child/children fail/fails to follow event, local, state, and federal law, and/or should his/her/their behavior endanger their own safety or safety of others, or property of any kind, event officials may remove my ward/child/children from the event.

13. I certify that I am the parent/legal guardian of the ward/child/children listed below and have the mental capacity and legal authority to sign this Waiver.

Parent/Guardian Signature: _____ Date: / /

Printed Name: _____

Ward/Child's Name: _____ DOB: / /

Ward/Child's Name: _____ DOB: / /

Ward/Child's Name: _____ DOB: / /

Emergency Contact Name _____

Cell Number: _____

a. Relationship to Ward/Child/Children:
