

PARTICIPANT
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 PARTICIPATION IN THE EVENT.

1. The Town of Amargosa Valley, a political subdivision of the State of Nevada, requires each participant to sign this Release, Waiver of Liability, and Express Assumption of Risk (“Waiver”) as a condition of participating in activities associated with this event. Participants must be 18 years or older to participate.
2. By signing this Waiver, and for consideration of my participation in mud bogging activities on **(DATE(S))**, at **(LOCATION)**. I fully and completely waive, release, discharge, and promise not to sue the Town of Amargosa Valley, their officers, administrators, employees, volunteers, agents, supervisors, participants, assigns, sponsors, or their representatives (collectively, the “Releasees”), for any and all liability, claims, demands, actions, and any other causes of action whatsoever, 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 participating in such activity, (including those outlined below) or while in, on, or upon the premises where the activity is being conducted,
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 and/or property damage.**
5. I agree and consent to emergency medical care and transportation 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 I cause.
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 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. I consent to the Fifth Judicial District Court, Nye County, Nevada 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 private sponsors or organizers of the event.
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 participate in any event if I have any physical/emotional condition which may increase the likelihood of injury.
12. I agree that if I fail to follow required event, local, state, and federal law, and/or should my behavior endanger my own safety or safety of others, or property of any kind, event officials may remove me from the event.
13. I certify that I have the mental and legal capacity to sign this Waiver.

Participant Signature: _____ Date: / /

Emergency Contact Name _____

Contact cell number: _____

a. Relationship: _____