

Adult and Minor Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

MUCA – DAY OF THE DOZERS, 21591 US HWY 169 NW, ELK RIVER, MN 55330

SEPTEMBER 21, 2024

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

Event Description: **CHARITY EVENT THAT ALLOWS CHILDREN TO RIDE IN CONSTRUCTION EQUIPMENT WITH A QUALIFIED OPERATOR**

IN CONSIDERATION of allowing the MINORS listed below to participate in the EVENT/ being permitted to observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited) at the EVENT, EACH OF THE UNDERSIGNED, for himself/herself ("PARTICIPANT"), his/her personal representatives, heirs, and next of kin, and as applicable for the MINORS listed below, agrees as follows:

1. PARTICIPANT has or will immediately upon entering and warrants their entry therein and/or the MINOR's Event participation in the EVENT constitutes an acknowledgement that they have inspected the RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS and find it safe and reasonably suited for the purpose of its use. PARTICIPANT further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS at the EVENT and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S) and will withdraw the MINOR from participation in the EVENT. PARTICIPANT further acknowledges that PARTICIPANT may not have the opportunity to inspect any RESTRICTED AREA prior to the EVENT.

2. PARTICIPANT, for themselves and the MINORS listed below HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to any reason including negligence of Releasees (as defined below), while in or upon the RESTRICTED AREA for any purpose and/or while participating in the EVENT. PARTICIPANT recognizes and understands that there are risks and dangers associated with participation in the EVENT and admission within the RESTRICTED AREA that could cause severe bodily injury, disability, and death.

3. PARTICIPANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the EVENT's promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO PARTICIPANT or MINORS LISTED BELOW, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE PARTICIPANT or MINORS LISTED BELOW ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.

4. THE PARENT AND/OR GUARDIAN of MINORS listed below, HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur, due in any manner or degree, to the presence of MINORS and the parent and/or guardian in the RESTRICTED AREA, or related IN ANY MANNER TO THEIR ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINORS.

5. PARTICIPANT HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE 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 RELEASEES.

6. The undersigned HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Release") extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. The undersigned ACKNOWLEDGES AND AGREES that photographs, video productions, and telecasts may be made at the Event. The undersigned, on behalf of themselves and for MINORS listed below further agrees that all rights to such photographs, video productions, and telecasts, including, but not limited to rights of sale, reproduction, use and distribution, shall belong to MUCA and/or a MUCA affiliate, its successors or assigns. MUCA and its successors and assigns are hereby granted irrevocable, transferable and non-exclusive right to use the name or likeness of the undersigned, as well as the name or likeness of the MINOR identified below, for any and all commercial benefit and purpose, without limitation or compensation to the undersigned, in perpetuity, in all media.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY 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 A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

DATE: _____

PRINT NAME: (ADULT/PARENT/GUARDIAN)

SIGN NAME HERE:

CHILDREN NAME(S) (PRINTED)