

**DIRT SIDE SISTERS, INC.**

**WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND HOLD HARMLESS AGREEMENT**

**THIS DOCUMENT WAIVES AND RELEASES SUBSTANTIAL LEGAL RIGHTS, PLEASE READ THIS CAREFULLY**

Participation in activities at or with Dirt Side Sisters, Inc. may involve risk of injury to you or your guests, whether or not someone else causes it. **SPECIFIC RISKS VARY FROM ONE ACTIVITY TO ANOTHER AND THE RISKS RANGE FROM MINOR INJURIES TO MAJOR INJURIES, SUCH AS CATASTROPHIC INJURIES INCLUDING DEATH. IN CONSIDERATION OF YOUR PARTICIPATION IN THE ACTIVITIES OFFERED DIRT SIDE SISTERS, INC., YOU UNDERSTAND AND VOLUNTARILY ACCEPT THIS RISK AND AGREE THAT DIRT SIDE SISTERS, INC., ITS AGENTS, OWNERS, PARTNERS, REPRESENTATIVES, SERVANTS, OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, INTERNS AND INDEPENDENT CONTRACTORS (HEREINAFTER REFERRED TO AS "RELEASEES") WILL NOT BE LIABLE FOR ANY INJURY, INCLUDING WITHOUT LIMITATION, PERSONAL, BODILY, MENTAL INJURY, ECONOMIC LOSS OR ANY DAMAGE, HARMS, OR LOSSES TO YOU, YOUR SPOUSE, GUESTS, UNBORN CHILD, OR RELATIVES RESULTING FROM ANY CONDUCT, NEGLIGENCE, NEGLIGENCE *PER SE*, RECKLESSNESS, CARELESSNESS, ACT OR OMISSION OF DIRT SIDE SISTERS, INC. INCLUDING THAT OF ANY OF ITS AGENTS, OWNERS, PARTNERS, REPRESENTATIVES, SERVANTS, EMPLOYEES, INTERNS, OFFICERS, DIRECTORS, VOLUNTEERS OR INDEPENDENT CONTRACTORS OR ANYONE ACTING ON BE DIRT SIDE SISTER'S BEHALF OR THAT OF ANY OTHER PERSON, CORPORATION OR ENTITY. IN EXCHANGE FOR PARTICIPATING IN DIRT SIDE SISTER'S SERVICES AND EVENTS, YOU HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE DIRT SIDE SISTERS, INC, ITS AGENTS, REPRESENTATIVES, OFFICERS, SERVANTS, AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATING TO ANY HARMS, LOSSES, ECONOMIC LOSSES, BODILY DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY YOU, OR DAMAGE OR LOSS TO ANY PROPERTY BELONGING TO YOU, WHETHER CAUSED BY THE NEGLIGENCE, NEGLIGENCE *PER SE*, RECKLESSNESS OR CARELESSNESS OF THE RELEASEES, OR OF ANY OTHER PERSON, CORPORATION OR ENTITY , WHILE PARTICIPATING IN THE RELEASEES' SERVICES OR USE OF THEIR FACILITIES, OR WHILE IN, ON, OR UPON THE PREMISES WHERE RELEASEE'S SERVICES AND/OR EVENTS ARE PERFORMED, WHILE IN TRANSIT TO OR FROM THE PREMISES, OR IN ANY PLACE OR PLACES CONNECTED WITH THE EVENT.**

By your signature below, you acknowledge that you are fully aware that there may be risks and hazards connected with your participation in the services and use of the facilities, and you are fully aware that there may be risks and hazards unknown to you connected with participating in the Event, and, by your signature below, you hereby elect to voluntarily participate in the Releasee's services and use Releasee's facilities, to enter upon the premises being utilized by the Releasees, and engage in Releasee's services, facilities, events, and activities knowing that conditions may be hazardous, or may become hazardous or dangerous to you and/or your property. You agree and covenant to voluntarily assume full responsibility for any risks of harm, losses, property damage or personal or bodily injury, including death that may be sustained by you, or any loss or damage to property owned by you, as a result of your being a participant in the Releasee's services and facilities, whether caused by the negligence, negligence per se, recklessness or carelessness of Releasees or otherwise.

**INDEMNITY: YOU FURTHER AGREE TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM, AGAINST ANY HARM, LOSSES, LIABILITY, CLAIMS, DEMANDS, ACTIONS, DAMAGES OR DEFENSE COSTS, INCLUDING ATTORNEY'S FEES, OR FROM ANY OTHER COSTS INCURRED IN CONNECTION WITH CLAIMS FOR BODILY INJURY, ILLNESS, DISEASE, DANGER TO YOURSELF OR YOUR PROPERTY, DEATH OR PROPERTY DAMAGE BROUGHT BY YOU, YOUR GUESTS, OR MINORS, EVEN IF DIRT SIDE SISTERS, INC. OR ITS AGENTS, REPRESENTATIVE, EMPLOYEES, SERVANTS, VOLUNTEERS, INTERNS, OR OFFICERS WERE NEGLIGENT, NEGLIGENT *PER SE*, RECKLESS OR CARELESS. THESE TERMS ARE INTENDED TO SATISFY THE EXPRESS NEGLIGENCE TEST. YOU, AND ON BEHALF OF YOURSELF, YOUR HEIRS AND/OR SUCCESSORS, FURTHER AGREE NOT TO SUE RELEASEES, ITS ENTITIES, ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OWNERS, PARTNERS AND ALL OTHERS AS A RESULT OF ANY INJURY, PARALYSIS OR DEATH THAT MAY RESULT IN CONNECTION WITH RELEASEES' SERVICES AND FACILITIES.**

It is your express intent that this Release shall bind you, your guests, members of your family and spouse, if you are alive and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releases.

If any provision of this Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. You further agree that if Dirt Side Sisters, Inc. is required to initiate any legal action to enforce the terms of this Agreement or to collect any amounts due, that venue for such an action shall be proper in Denton, Texas regardless of where you may reside or claim a domicile.

In signing this release, I acknowledge, agree and represent that:

- A. I have read the foregoing Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent OR I am the parent or legal guardian of the participant and I am at least eighteen (18) years of age and fully competent; and
- D. I UNDERSTAND THAT DIRT SIDE SISTERS, INC. IS RELYING UPON MY STATEMENTS ABOVE IN ALLOWING ME TO PARTICIPATE IN THIS EVENT AND ITS ACTIVITIES.
- E. I execute this Waiver of Liability, Indemnity Agreement and Hold Harmless Agreement for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

Participant/Guardian (if Participant is under 18) Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_