

***BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE AND GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.***

**PLEASE READ CAREFULLY!**

For and in consideration of being allowed to participate in Motorcycle Riding (as defined herein) on any of the property leased by Southern Dirt Riders Association (“SDR Association”) for use by its members for Motorcycle Riding, such property may be listed on Exhibit “A” identifying the Owners thereof (the “Leased Property”), and as a prerequisite of being allowed to participate in Motorcycle Riding on the Leased Property, the undersigned enters into this agreement for the purpose of entering the Leased Property to for the purpose of Motorcycle Riding and participate in activities incident to that activity (the “Release Agreement”).

**NOTICE TO RIDERS, PARENTS, AND GUARDIANS:**

**YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING THE LEASED PROPERTY. LIABILITY OF THE OWNERS OF THE LEASED PROPERTY OR SDR ASSOCIATION FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS OF THIS RELEASE AGREEMENT.**

**By signing this document you will waive and give up certain legal rights, including the right to sue or claim compensation following an accident. PLEASE READ CAREFULLY!**

The undersigned does hereby covenant, represent, and agree as follows:

**A. Assumption of Risks**

The undersigned understands that Motorcycle Riding involves many inherent risks, hazards, and dangers which may cause injury, including death, to person and damage to property and that the Leased Property may include steep or rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers, and hazards. These include but are not limited to: changing weather conditions; mechanical failure of equipment; risk of drowning; falls; loss of balance; high speed descents; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, ditches, streams, and creeks; constructed feature such as bridges, fences, culverts, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other motorcycle riders, vehicles, pedestrians, and spectators; encounters with domestic and wild animals, and insects; sunburn, heat stroke, heat exhaustion, or other conditions related to being outside; cuts, punctures, stings, bites, or any other injury including allergic reactions caused by or resulting from the presence of trees, plants, other vegetation, bees, wasps, spiders, or other insects; negligence of other riders or users of the Leased Property; and negligence on the part of the

Releasees, including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards associated with the use of the Leased Property.

The undersigned acknowledges that the risks, dangers and hazards of Motorcycle Riding are increased during races, competitions, and contests, due to the competitive nature of the activity and the fact that there will be other participants on the same area. The undersigned freely accepts and fully assumes all such risks, dangers, and hazards and the possibility of personal injury, death, property damage, or loss resulting there from.

#### **B. Rider's Acknowledgements:**

The undersigned acknowledges that he/she has read and understands the following:

1. I understand that the activities that I will participate in are considered of a voluntary nature, dangerous, and may cause serious or grievous injuries, including bodily injury, damage to personal property, and/or death.
2. Motorcycle Riding involves the risk of injury. Challenging terrain should not be attempted until the rider has the appropriate skill, experience, and equipment.
3. All riders under age 16 must be accompanied by a parent or guardian to ride on the Leased Property. All riders 17 years of age and younger must have a parent or guardian execute this Release Agreement.
4. The rider should stop at any crossings where another rider may be entering the path or whose path the rider may be entering.

#### **C. Release of Liability, Waiver of Claims, and Indemnity Agreement:**

1. In consideration of the Owners and SDR Association allowing me to enter the Leased Property to engage in Motorcycle Riding and other activities incident to such and being on the Leased Property, I hereby waive and release, indemnify, hold harmless, and forever discharge **SDR Association and Owners of the Leased Property**, including their employees, agents, independent contractors, subcontractors, representatives, successors, and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters, and advertisers involved with Motorcycle Riding at the Leased Property (all of whom are hereinafter collectively referred to as "the Releasees") of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities of every kind and nature, whether known or unknown, in law or equity, for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of or in any way related to my participation in Motorcycle Riding on, or other use of, the Leased Property, ***due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, and further including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers, and hazards of Motorcycle Riding referred to herein, and the undersigned covenants and agrees that he/she will hold harmless and indemnify the Releasees*** for any and all liability for any property damage, loss, personal injury, or death to any third party resulting from my participation in Motorcycle Riding or by my use of the Leased Property for any reason.

2. In this Release Agreement, the term Motorcycle Riding, or variation thereof, shall include, but not be limited to, all activities, events, services, or uses of facilities provided, arranged, organized, or conducted by SDR Association or other Releases including but not limited to: any form of Motorcycle Riding or racing, 4-wheel riding or racing, bicycle riding or racing, skateboarding, roller blading, roller skating, or use of any other motorized or non-motorized vehicle or other device, using the terrain or surrounding land for any other use including: walking, jogging, picnicking, hiking, cycling, or other related activities, events, or services on and off the Leased Property including use of all motorized vehicles whether deemed safe or otherwise.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, legal beneficiaries, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the state of Mississippi, and any controversy involving the parties to this Release Agreement shall be brought solely within the state of Mississippi. The parties to this Release Agreement agree to refer and submit all disputes, differences, and controversies in connection with any provision of this Release Agreement to mediation and/or arbitration. Each party shall designate a mediator/arbitrator qualified to mediate and/or arbitrate matters in the State of Mississippi who together will select a third qualified mediator/arbitrator to receive and consider all evidence offered by the parties and to make his/her award in writing and signed by him/her concerning the matters referred.
5. In the event that Releasees are made a party to litigation, mediation, or arbitration begun by or against me, or by my spouse, guests, heirs, next of kin, executors, administrators, assigns, and representatives, I (or my estate) will protect, indemnify, and hold the Releasees harmless and will promptly pay all costs, expenses, and reasonable legal fees incurred or paid by the Releases in connection with the litigation, mediation, or arbitration.
6. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Leased Property, other than what is set forth in this Release Agreement.
7. This Release Agreement will continue in full force and effect even after the termination of the right to enter upon the Leased Property for the purpose of Motorcycle Riding, whether by agreement, by lease expiration, by operation of law, or otherwise.

If any section, paragraph, sentence, or portion of this Release Agreement or the application thereof to any party or circumstance shall, to any extent, be or become invalid or illegal, such provision is and shall be null and void, but, the remainder of this Release Agreement shall not be affected thereby and each remaining provision of this Release Agreement shall be valid and enforceable to the fullest extent provided by law.

8. The undersigned understands that he/she is voluntarily signing this Release Agreement and has been advised to, and has had the opportunity to, consult with independent counsel of his or her choosing prior to signing this Release Agreement. The undersigned intends that the waivers and consents in this Release Agreement shall be binding upon his or her heirs, successors and assigns.
9. The term "Releasees" as used herein includes SDR Association and the Owners of the Leased Property, their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters, and advertisers involved with Motorcycle Riding on the Leased Property.
10. All property leased by SDR Association and such leased property's Owners shall be and are considered Leased Property and Owners included within the definition of Releasees under the terms of this Release Agreement whether or not listed on Exhibit A.

***I confirm that I have read and understand this Release Agreement prior to signing it, and I am aware that by signing this Release Agreement I am waiving and giving up considerable legal rights which I or my heirs, next of kin, executors, administrators, assigns, and representatives may have against the Releasees. This waiver is valid for one year from signed date.***

WITNESS my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Motorcycle Rider

\_\_\_\_\_  
Witness (over the age of 21)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness (over the age of 21)

NOTE: If Motorcycle Rider is 17 years old or under, at least one witness must be a parent or legal guardian, and preferably both parents will witness. In addition, the Waiver and Release for parents of a minor must be executed.

If the Motorcycle Rider is less than 16 years old, he or she must be supervised at all times by at least one parent or legal guardian. If both parents are living at the time of execution of this agreement, both parents, or all legal guardians, must witness this document and execute the Waiver and Release for parents of a minor.

## **EXHIBIT A**

### **Location Leased Property**

1. 240 acres - Parcel numbers 174-17 and 174-19 on the Tate County, MS property map  
Owners: Buford Givens, Frank Givens, and Lucille G. Troutt
2. 250 acres - 6021 Highway 3, Sarah, Tate County, MS  
Owner: Ross Trucking LLC
3. 240 acres - 561 Whitsell Road, Sarah, Tate County, MS  
Owner: Kathryn M. Whitsell
4. 80 acres – Tate County, MS  
Owner: George Gilchrist