

Townsquare Media, LLC
Dirty Chicks Fall Haul ATV Ride
Sturgeon Lake Area ATV Trails, Carlton County, MN
September 13, 2014

I understand and acknowledge that riding all-terrain vehicles, trucks, cars, and racing machines of any kind, being in the outdoors, and participating in any and all other activities of any kind, that might be engaged in as a participant or spectator bears certain risks and unanticipated risks which could result in injury, death, illness or disease (both physical and mental), or damage to myself, my property or to spectators or other third parties. Being aware of the risks stated above:

- I expressly agree to accept and assume all responsibility for injury, death, illness or damage to myself, to others or to mine or a third parties personal property arising from my participation in this activity/event of racing, riding or any other activity at the Dirty Chicks Fall Haul ATV Ride.
- I acknowledge that my participation in any activity is purely voluntary, no one is forcing me to participate and I independently elect to participate in spite of the risks. I further acknowledge that Townsquare Media, LLC, and its affiliates at Dirty Chicks Fall Haul ATV Ride make no express or implied representation as to the condition of any roads, buildings, trails, gates or other improvements where Dirty Chicks Fall Haul ATV Ride will take place. I further understand that I may be exposed to other dangerous conditions, risks and hazards at Dirty Chicks Fall Haul ATV Ride, including, but not limited to, wild animals, insects, trees, water, other people, erosion and general conditions of the land both on and off roadways and trails, which may create hazardous driving, riding and walking conditions for both my person and my property.
- I expressly acknowledge the existence of all such risks, hazards and dangers which I may be exposed to on Dirty Chicks Fall Haul ATV Ride and assume all responsibility for injury, death, illness, or damage to myself, to others or to my personal property arising from my presence on Dirty Chicks Fall Haul ATV Ride.
- I understand and agree that it is my responsibility to know and understand the laws regarding ATV riding.
- I understand that should I leave the guided group I am with I am no longer a part of the Dirty Chicks Fall Haul ATV Ride and accept all responsibility for my actions or consequences from leaving said group.
- Further, in exchange for right to enter Dirty Chicks Fall Haul ATV Ride and engage in the activities described above, I hereby voluntary release, forever discharge and agree to hold harmless and indemnify Dirty Chicks Fall Haul ATV Ride, its agents or employees, owners, and all associated persons or entities from any and all liability, claims, demands, actions or rights of all actions, which are related to, arise out of, or are in any way connected with my participation in activity offered during the event, including specifically but not limited to the negligent acts or omissions of Dirty Chicks Fall Haul ATV Ride, its agents or employees, volunteers, owners, and all other associated persons or entities for any and all injury, death, illness or disease, and danger to myself or to my property.

- In signing this document, I expressly acknowledge that I am releasing Townsquare Media, LLC and its affiliates, Doc's, The EndZone, The Embassy, and MN State Parks at the Dirty Chicks Fall Haul ATV Ride and its officers, directors, agents, representatives, employees, sponsors, and volunteers from liability for damages caused by any negligence or omissions on behalf of Dirty Chicks Fall Haul ATV Ride and its officers, directors, agents, representatives, sponsors and volunteers.
- I understand that by agreeing to indemnify Dirty Chicks Fall Haul ATV Ride should it become necessary for Dirty Chicks Fall Haul ATV Ride, or someone on Dirty Chicks Fall Haul ATV Ride's behalf, to incur attorneys' fees and costs to enforce this agreement, or any portion thereof, I agree to pay Dirty Chicks Fall Haul ATV Ride reasonable attorneys' fees and costs arising there from. The release, discharge, and indemnification voluntarily given herein shall extend to, and for the benefit of, any corporation, partnership, or other entity affiliated with any of the following: Dirty Chicks Fall Haul ATV Ride, its operations or property, including but not limited to partners, landowners, volunteers, sponsors, or limited partners. I certify that I have sufficient health, accident, and liability insurance sufficient to cover any bodily injury or property damage that I may incur while participating in this event. I further covenant to cover any bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability. If any provision of this Participant Release and Indemnification 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. Should any dispute arise under the terms of agreement, the parties agree that the venue for dispute of the resolution, albeit it by litigation or dispute resolution shall be identified by city and state that will be most convenient for the parties involved.
- **Alcohol policies • You must be 21 to purchase alcohol • You will be required to show proof of age to be served alcohol • Establishments reserve the right to not serve intoxicated patrons. All ATV Alcohol Policies are the riders responsibility to know and follow.**
- I have read, understood, and accept the terms and covenants contained herein. To the extent and provision is unclear, Townsquare Media, LLC and Dirty Chicks Fall Haul ATV Ride encourage that an attorney be independently consulted prior to signing.

MUST BE FILLED OUT COMPLETELY:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Date of Birth: _____

E-Mail Address: _____

Driver's License Number: _____

Emergency Contact Name: _____

Emergency Contact Phone Number(s): _____

Signature of Participant: _____ Date: _____