

EVENT PARTICIPANT WAIVER AND AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, 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- such as area commonly referred to as the "Pit", credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including, but not limited to, the competition area and or pit, paddock area) THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, 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).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, riders, crews, rescue personnel, and persons in any RESTRICTED AREA, sponsors, 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, employees, all for the purposes herein referred to as "RELEASEES," from ALL LIABILITY, ON ANY LEGAL THEORY, TO THE UNDERSIGNED, 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 UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of, or related IN ANY MANNER, TO MY ATTENDANCE AT, OR PARTICIPATION IN, THE EVENT(S).

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of, or related to, the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury 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. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement 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 or Province in which the EVENT(S) is/are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. Hereby grant KE permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of KE and will not be returned. I hereby irrevocably authorize KE to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge Action Rentals from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW.

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 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. I HAVE READ THIS RELEASE:

PRINT NAME (minors name if racing) SIGN NAME HERE: (parent signs for minor) _____ D.O.B.

ADDRESS

EVENT PARTICIPANT WAIVER AND AGREEMENT

Action Rentals Official Signature _____

I understand that as a condition to my participation in the Frostbite Frenzy I am releasing Action Rentals (Kokomo Enterprises, LLC) and its volunteers, affiliates, sponsors, promoters et al, from all responsibilities to me, my heirs, executors and assigns for anything that occurs during the event. It is my intention that this release extends to my use of any and all related facilities including, but not limited to, my use of the course and related facilities for pre-running of the course. I, the undersigned, do hereby for myself, my heirs, executors and assigns, AGREE WITH ACTION RENTALS (KOKOMO ENTERPRISES, LLC) AS FOLLOWS:

I UNDERSTAND THAT OFF-ROAD RACING IS A DANGEROUS ACTIVITY. I ALSO UNDERSTAND THAT BY PARTICIPATION IN THE EVENT AND IN PRE-RUNNING ACTIVITIES I AM EXPOSING MYSELF TO THE POSSIBILITY OF SERIOUS INJURY TO MY PERSON AND MY PROPERTY. I VOLUNTARILY ACCEPT THOSE RISKS OF INJURY. I UNDERSTAND THAT LIABILITY INSURANCE IS FOR THE THIRD PARTY COVERAGE ONLY. AS A RESULT OF A RATE OR REQUIREMENT INSURANCE, IT MAY BE NECESSARY TO INCREASE THE COST OF INSURANCE. I HEREBY REMISE, RELEASE AND FOREVER DISCHARGE ACTION RENTALS (KOKOMO ENTERPRISES, LLC) , THEIR OFFICERS,AGENTS, OFFICIALS AND VOLUNTEERS FROM ALL ACTION, CAUSES OF ACTION, CLAIMS, AND DEMANDS WHATSOEVER, WHICH MIGHT ARISE OUT OF, OR RESULT FROM MY PARTICIPATION IN THIS EVENT AND MY USE OF ANY AND ALL RELATED FACILITIES INCLUDING, BUT NOT LIMITED TO, THE USE OF THE COURSES AND SUCH RELATED FACILITIES FOR PRE-RUNNING ACTIVITIES. I ALSO AGREE TO INDEMNIFY AND HOLD HARMLESS ACTION RENTALS (KOKOMO ENTERPRISES, LLC) FROM ALL SUCH CLAIMS OR RIGHT OF ACTION. I UNDERSTAND THAT THE ENTRY FEE DOES NOT PROVIDE LIABILITY PROTECTION FOR ANY PARTICIPANT IN THE FROSTBITE FRENZY. I intend that the release, indemnify and hold harmless described in the previous paragraph shall cover any claim or demand for injury to or death of any person. The release shall also apply to any damage to or destruction of property including but not limited to, injury to me or my property. My release, indemnity and hold harmless SPECIFICALLY INCLUDES INJURY, DAMAGE, AND DESTRUCTION TO ANY PERSONS OR PROPERTIES WHICH MAY ARISE OUT OF ANY NEGLIGENT ACTS OR OMISSION OF their individuals, officers, agents, officials and volunteers. By signing this Waiver, Indemnification and Release, I do not release anyone from any damage I may suffer from intentional acts designed to harm me or my property. I do release ACTION RENTALS (KOKOMO ENTERPRISES, LLC) from liability that might be imposed on them by law for such acts of theirs that they, ACTION RENTALS (KOKOMO ENTERPRISES, LLC) have not directed, adopted or ratified. The course marking apply only to the FROSTBITE FRENZY and ACTION RENTALS (KOKOMO ENTERPRISES, LLC) assumes no responsibility for any damage caused by rearrangement or redirection of the course marking caused by event participation, other individual, and natural or other causes. I have completely read the foregoing Waiver, Indemnification and Release and fully understand that no officer, volunteer or any other agent of ACTION RENTALS (KOKOMO ENTERPRISES, LLC) is authorized to vary any term or provision of the release contrary to its provisions and I should not rely on any such variance or representation. I hereby certify that I have completely read the Rules and Regulation Waiver of ACTION RENTALS (KOKOMO ENTERPRISES, LLC) and this entry form, and that I agree with and shall comply with all the Rules and Regulations of ACTION RENTALS (KOKOMO ENTERPRISES, LLC). INDEMNIFICATION AND RELEASE I, the undersigned, do hereby for myself, my heirs, executors and assigns, release, remiss and forever discharge and agree to indemnify and hold harmless individuals, officers, agents, sponsors, sanctioners, co-sanctioners, servants and employees of and from any and every claim, demand, action or right of action of whatsoever kind or nature and any cost, loss or expense in connection wherewith arising from or any person or any damage to or destruction of any property resulting from or claim to result from or arise out of accident or occurrence during or in connection with said use, including specifically such as may arise out of or be claim to arise out of negligence on the part of said ACTION RENTALS (KOKOMO ENTERPRISES, LLC), its individuals, officers, agents, sponsors, co-sponsors, sanctioners, co-sanctioners, servants and employees. This Waiver and Indemnification and Release is given and this agreement is made in consideration and as a condition permitting the undersigned to use course or circuit facilities or act as an official or spectator or participants or to be present in any other capacity whatsoever at said event. I have read the foregoing Waiver, Indemnification and Release and fully understand that no officer or agent or employee of ACTION RENTALS (KOKOMO ENTERPRISES, LLC) is authorized to vary the terms or provisions of this instrument or to make any representations contrary to the provisions hereof. "I declare that the driver or co-drivers listed on this entry application possesses the standard of competence necessary and is physically fit for an event of this type for which this entry relates and that the vehicle entered is road worthy and suitable for this event."

DRIVER OF RECORD SIGNATURE _____ DATE _____

DRIVER OF RECORD PRINT NAME: _____

ACTION RENTALS REPRESENTATIVE

SIGNATURE: _____ / Print Name: _____ Date: _____

EVENT PARTICIPANT WAIVER AND AGREEMENT

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Kokomo Enterprises LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "KE"), I hereby agree to release, indemnify, and discharge KE, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in UTV Class 3 Race activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken

during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment;

musculoskeletal

injuries including head, neck and back injuries; burns; collision with other people, equipment, manmade or natural obstacles, or fixed

or movable objects; accidents involving other bicycles or vehicles; condition of the track; the condition of roads, terrain, or highways and accidents connected with their use; equipment failure and/or operator error; loss or damage to equipment or personal

property; the

negligence of other visitors, participants, or other persons who may be present; exposure to temperature and weather extremes which

could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life, accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity.

Furthermore, KE employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to obey all traffic laws and rules provided by provider.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless KE from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of KE 's equipment or facilities, **including any such claims which allege negligent acts or omissions of KE.**

4. Should KE or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against KE, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against KE on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____

Address _____

Phone Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of (print minor's name) ("Minor") being permitted by KE to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless KE from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____