

**Read Carefully**  
**Barnyard All Terrain**  
**Release and Waiver of Liability**  
**Assumption of Risk and Indemnity Agreement**

In consideration of being permitted to enter into **Barnyard All Terrain** (hereinafter named "Barnyard") for any purpose including, but not limited to, operating or riding in any motorized vehicle, camping, competing, participating, observing, entering premises, officiating, working for Barnyard All Terrain or its subcontractors, vendors, or any other not named activity on the premises of said Barnyard or land under the control of Barnyard including camping areas, I, the undersigned on behalf of myself and my personal representatives, agents, heirs and next of kin agree to the following:

1. ENTER AT OWN RISK
2. Acknowledge, agree and represent immediately upon entering "Barnyard" or any other property controlled by Barnyard All Terrain and continuously thereafter – I will inspect all areas of said "Barnyard" that I occupy and that at any time I believe something or someone or any action that is unsafe, I will immediately leave the "Barnyard" premises and notify management or officials of the conditions that I feel are unsafe. I also agree that my continued observance or participation of any activities within "Barnyard" control shall constitute my acknowledgment that I have inspected the site premises and found them satisfactory for my purpose of participating or observing any event or activity.
3. I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT, NOT TO SUE the track promoters, participants, racing associations, sanctioning organizations, or any sub division thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, sponsors, advertisers, property owners, or any affiliated entities or subsidiaries, lessors and lessees of premises used to conducts the events or camping premises and event inspectors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluations or loss control activities regarding the "Barnyard" or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "RELEASEES" FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING ANYWHERE ON THE PREMISES OR OUT OF OR RELATED TO ANY EVENT(S) OR FOR ANY REASON WHATSOEVER WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING TRACK DESIGN OR NEGLIGENT TRACK LAYOUT OR BARNYARD ALL TERRAIN, its members, agents, officers, servants, employees, heirs, and assigns. The undersigned hereby agrees to be liable for any and all expenses, including legal fees incurred by Barnyard All Terrain, its members, agents, officers, servants, employees, heirs and assigns, or otherwise, in defending against all claims, demands, actions and causes of action whatsoever brought against Barnyard All Terrain, its members, agents, officers, servants, employees, heirs and assigns or otherwise by the undersigned.
4. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING, BODILY INJURY OR PROPERTY DAMAGE, arising for any reason whatsoever, whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise and is intended to be as broad and inclusive as permitted by the laws of the State of Maine. If any portion of this release is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising for any reason whatsoever, whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise and that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.
6. I HEREBY ACKNOWLEDGE THAT ANY AND ALL ACTIVITIES ON THE PREMISES AND EVENTS ARE VERY DANGEROUS and involve the risk of serious injury and/or death, and/or property damage; I THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEEDURES OF THE RELEASEES.
7. In consideration of being allowed to enter and by being issued credentials, passes or wristbands to a Barnyard All Terrain event, the vehicle owner, driver, crew members and any other holders of event credentials, passes or wristbands agree to the following:
  - 7A. I understand that any photographs, still or motion pictures and any other type of audio or visual recordings and all rights associated with them, will belong solely and exclusively to Barnyard All Terrain, which will have the right to Copyright, duplicate, reproduce, alter, display, distribute and/or publish them in any manner, for any purpose, and in any form including, but not limited to, print, electronic, video, and/or internet. I voluntarily waive any and all rights with respect to any such photographs, including compensation, copyright, and privacy rights and any right to inspect or approve such photographs and/or copy, print, or other materials that may be used in connection with them. I hereby release and discharge, and agree to hold harmless, Barnyard All Terrain and all persons acting under its permission or authority, from any claims and liability in connection with such photographs, still or motion pictures and any other type of audio or visual recordings and/or their use.
  - 7B. Participants hereby agree to grant Barnyard All Terrain and its assigns:
    1. Full and unconditional permission to make still and motion pictures and any other type(s) of audio or visual recordings of them and their vehicles' participation in the event and their activities at the site of the event, during and after the event and reasonably related to said event and:
    2. The exclusive, worldwide and perpetual rights to use the same, together with their names, likeness, and biographies of participants and the names, likeness, and date of, or relating to, their entered vehicles for publicity, advertising, exhibition or exploitation, whether or not for profit, in print, audio, video and other communications media by reproduction and sale or other distribution by any and all means.
8. ALL STATE OF MAINE LAWS APPLY TO THIS VENUE AND EVENT. FIGHTING, DISORDERLY/VIOLENT BEHAVIOR AND/OR DANGEROUS (INCLUDING INTOXICATION) BEHAVIOR WILL NOT BE TOLERATED UNDER PENALTY OF MAINE LAW. Attending this event is a privilege which can be revoked at any time for any reason we, the management deems necessary. The Maine State Police and/or Androscoggin County Sheriff's Department are responsible for the safety within the Town of Livermore and will investigate all reported violations of law. Violators will be subject to arrest and/or summons for violations of Maine State Law when applicable.
9. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND FULLY UNDERSTAND THAT BY SIGNING, I GIVE UP SUBSTANTIAL RIGHTS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND IN MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CHILD NAME \_\_\_\_\_

CHILD NAME \_\_\_\_\_

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