

**CURRY COUNTY EVENTS CENTER, LLC EVENT LIABILITY WAIVER, AND  
INDEMNIFICATION AND EXPRESS ASSUMPTION OF RISK**

THIS LIABILITY RELEASE, WAIVER, AND INDEMNIFICATION AND EXPRESS ASSUMPTION OF RISK ("Waiver") is executed as of the date set forth below. Please read this Waiver carefully and fill in all blanks.

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation in consideration of and for being permitted to participate in the **Curry County Events Center Moo-ve it Truck Pull** (the "Event") organized by **CURRY COUNTY EVENTS CENTER CO., LLC**. ("CCEC"), I, on behalf of myself and my executors, administrators, successors, assigns, insurers, attorneys, spouse, children, heirs, and any other person or entity that could or might act on my behalf (HEREINAFTER "I," "ME," OR "MY"), agree as follows:

1. I, \_\_\_\_\_ (PRINT NAME), hereby confirm that I have read this Waiver in its entirety. I FULLY UNDERSTAND THAT THIS WAIVER HAS IMPORTANT LEGAL CONSEQUENCES AND THAT THIS WAIVER IS LEGALLY BINDING AND ENFORCEABLE AGAINST ME.
2. I understand that participation in the Event involves risk. The following is a partial list of the potential risks associated with the Event. This list does not include all inherent risks but serves to provide examples and promote an understanding of the risks, any of which could result in damages, loss, injury, mental stress, permanent disability, or even death (HEREINAFTER "INJURY, LOSS, OR DEATH").
  - Complications and hazards associated with exposure to weather (including extreme cold, wet or icy conditions, heat, sun, lightning), altitude, and physical exertion;
  - Perils and hazards arising from unintended contact with others, including participants and members of the general public;
  - Perils and hazards arising from unintended contact with both natural features such as rocks, trees, plants, and animals, as well as man-made features such as curbs, pot-holes, and mechanical equipment.

I understand that in addition to the risks inherent in all activities at the Event, more specific risks accompany each type of activity. For example, **pulling a truck** carries the risk of injury from pulled muscles and the actions of other participants. I recognize, understand, and assume all the foregoing risks, as well as similar unforeseen risks, and accept personal responsibility for the POTENTIAL OF ANY INJURY, LOSS, OR DEATH resulting from participating in the Event.

3. I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE CCEC or its parents, subsidiaries, affiliates, members, managers, officers, employees, volunteers, agents, contractors, successors, assigns, or other representatives (the "Released Parties") in connection with ANY INJURY, LOSS, OR DEATH to me or my property which occur during or in connection with the Event. I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THE EVENT.
4. I KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS CCEC from and against any and all lawsuits, actions, claims, damages, costs, fees, and liabilities (including attorney fees and costs) arising out of or related to any damages. I assume all the foregoing risks, as well as similar unforeseen risks, and accept personal responsibility for the damage due to ANY INJURY, LOSS, OR DEATH resulting from participating in the Event.
5. I am responsible for my health, and it is my responsibility to determine if I am capable of participating in the Event. It is my responsibility to alert CCEC staff at the start of an event to any conditions, illness, or limitations I may have that may preclude me from fully participating in an event. CCEC staff are not medical personnel and cannot provide medical advice or opinions; however, CCEC staff can offer activity modifications and help me work

within my limits to the degree their training permits. However, CCEC is not responsible if I injure myself. IF I HAVE ANY QUESTIONS OR CONCERNS ABOUT MY ABILITY TO PARTICIPATE IN EVENT, I WILL CONSULT WITH MY MEDICAL PROVIDER. I am aware that CCEC will not provide any insurance or benefits to me. I understand that CCEC is not a healthcare provider. If I need healthcare assistance while participating in the Event, I am responsible for contacting my healthcare provider directly.

6. I acknowledge and agree that the Released Parties may photograph, videotape, or otherwise document my participation in the Event, and I consent and agree to the same. I hereby give CCEC permission to use my likeness for any purpose whatsoever. I acknowledge and agree that CCEC has no control over third party photographs or videotape.

7. Should I have a disagreement or dispute with CCEC about this release, the charges, the activities, and INJURY, LOSS, OR DEATH I may experience or any other aspect of CCEC, I agree that any action to resolve or redress such disagreement or dispute will be brought in Curry County, New Mexico and governed by New Mexico law.

I AM AT LEAST 16 YEARS OF AGE, OF SOUND BODY AND MIND, AND OTHERWISE COMPETENT TO SIGN THIS LIABILITY WAIVER AND RELEASE. I HAVE READ THIS ENTIRE WAIVER CAREFULLY, AND I UNDERSTAND ALL OF ITS TERMS.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Participant Printed

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

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Complete this section if Participant is under the age of 18

Date of birth: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Parent/Guardian Printed

Participant Name: \_\_\_\_\_