

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in any and all activities (the "Activities") associated with the 6th Annual SETX Mud Run, SetxMudRun.com MudMotorTalk.com, FishWestEnd, LLC, (collectively, "SETX2017"), and to the fullest extent permitted by law, the undersigned, individually and on behalf of his/her family, heirs, administrators, executors and assigns, hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this "Agreement") as of the date set forth below. This Agreement shall remain in effect for as long as the undersigned participates in the Activities.

1. **ACKNOWLEDGMENT OF RISKS**: The undersigned recognizes and understands that there are risks associated with his/her participation in the Activities including, but not limited to, bodily injury or death to persons and theft, damage or destruction to property.
2. **RELEASE FROM LIABILITY**: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES SETX2017, their present and former directors, officers, employees, agents, and representatives and the respective heirs, administrators, executors, successors and assigns (collectively, the "SETX2017 Parties" or individually, an "SETX2017 Party") from any and all claims, causes of action, suits and/or demands for personal injury, death or property damage, accrued or to accrue in the future, known or unknown, (collectively, "Claims") relating to or arising out of any negligent, grossly negligent and/or intentional or unintentional acts on the part of the undersigned in connection with his/her entry into and participation in the Activities. Without limiting the foregoing, the undersigned agrees that the SETX2017 Parties shall not be liable to him/her, his/her family, heirs, administrators, executors or assigns for Claims arising from or related to the undersigned's entry into and participation in the Activities.
3. **AGREEMENT TO DEFEND, INDEMNIFY AND HOLD HARMLESS**: The undersigned agrees to DEFEND, INDEMNIFY and HOLD HARMLESS THE SETX2017 PARTIES AGAINST THE CONSEQUENCES OF THE SETX2017 PARTIES' OWN NEGLIGENCE, REGARDLESS OF WHETHER SUCH NEGLIGENCE WAS THE SOLE, PROXIMATE OR PRODUCING CAUSE OF THE CLAIMS; provided, however, that the duty of the undersigned to defend, indemnify and hold harmless the SETX2017 Parties shall extend only to Claims arising directly or indirectly from the undersigned's entry into and participation in the Activities. As used herein, "INDEMNIFY" means to agree to assume the SETX2017 Parties' liability in a situation, thereby relieving them of responsibility and/or reimbursing the SETX2017 Parties for Claims asserted against them.
4. **PHOTOGRAPH/INTERVIEW RELEASE AND INDEMNITY AGREEMENT**: The undersigned GRANTS PERMISSION to be PHOTOGRAPHED or INTERVIEWED in connection with the Activities. The undersigned understands that any such photograph or interview may be used by SETX2017 for television, film, video, visual, graphic or printed media. The undersigned agrees to RELEASE and INDEMNIFY SETX2017 with respect to any Claims related to the usage of such photographs or interviews by the SETX2017 Parties or any media.
5. As further inducement to SETX2017 to permit the undersigned's entry into and participation in the Activities, the undersigned represents that he/she thoroughly and completely understands that this is a complete and final release and indemnity agreement, that he/she is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by the SETX2017 Parties, or any agent, attorney or other representative of an SETX2017 Party has influenced the undersigned in causing him/her to sign this Agreement. The undersigned understands that this Agreement shall be binding on his/her heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Harris County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of this Agreement.
6. The undersigned further certifies that he/she is 18 years of age or older and will abide by all SETX2017 rules and policies. A parent / guardian signature is required for anyone under 18 years of age.

DATE: _____

SIGNATURE: _____

PRINT NAME: _____

Parent / Guardian:

DATE: _____

SIGNATURE: _____

PRINT NAME: _____