

FROG CAPITAL MX
PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

“WARNING: Under Louisiana law, a motorized off-road vehicle activity sponsor or motorized off-road vehicle professional is not liable for an injury to or the death of a participant in a motorized off-road vehicle activity resulting from the inherent risks of the motorized off-road activity, pursuant to R.S.9.2795.4.”

In consideration of the use of the property owned by Frog Capital MX, LLC and/or DN Enterprises, L.L.C, 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 “Frog Capital MX”), I hereby agree to release, indemnify and discharge Frog Capital MX on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that participating in motorized off-road vehicle activities or riding motorized off-road vehicles, or being in their vicinity while in use, entailed unknown and unanticipated risks that could result in physical or emotional injury paralysis, death, or damage to myself, to my 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: being hurt, injured or killed from equipment failure, or the failure of other’s equipment, my own or other’s negligence, and objects or conditions of the property that may cause me to be hurt or killed.

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 hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Frog Capital MX 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 Frog Capital MX’s equipment or property, including any such claims which allege strict liability or negligent acts or omissions of Frog Capital MX. Should Frog Capital MX, or anyone acting on its behalf, be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold Frog Capital MX harmless for all such fees and costs.

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.

By signing this document, I acknowledge that if anyone is hurt, or any 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 Frog Capital MX on the basis that any claim which I have was released 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 _____

PARENTS’ 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 Frog Capital MX to participate in motorized off-road vehicle activity and to use the Frog Capital MX property, I further agree to indemnify and hold harmless Frog Capital MX 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.

_____ release effective for this date(s) only _____

_____ release effective and in force until Frog Capital MX notified in writing by parent/legal guardian

Parent/Legal Guardian _____ Print Name _____

Date _____ Witness _____

Form must be notarized unless signed in person by parent or legal guardian at Frog Capital MX.

State of Louisiana Parish of _____
Subscribed and sworn to before me this _____ day of _____, 20____, by
Witness my hand and official seal.

Notary Public

My commission expires: _____