



Magnolia Sun Rentals

Participant Agreement, Release and Assumption of Risk

In consideration of the services **Magnolia Sun Rentals**, their agents, owners, officers, volunteers, employees, and all others persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MSR"), I hereby agree to release, indemnify, and discharge MSR, 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 MSR activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death and 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: accidents involving vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; all of which could cause strains, sprains, cuts, bruises, broken bones; the negligence of other participants, or other persons who may be present; the negligence of other operators of motor vehicles or myself; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; the condition of roads, or terrain, and accidents connected with their use; equipment failure; consumption of food, drink or alcohol; improper lifting or carrying; transmissible pathogens or diseases; my own physical condition, and the physical exertion associated with this activity. Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment and other services rendered; the machine itself may fail; and accidents can occur getting on or off the MSR bike.

Furthermore, MSR personnel 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 could 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.

3. Renter will hold harmless any business or venue that allows or facilitates the rental of MSR equipment.

4. **Indemnity, release and hold harmless agreement in favor of MSR.** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless MSR from any and all claims, demands, or causes of action based upon or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with, arising out of, or in any way related to my participation in this activity or my use of MSR's equipment or facilities, including any such claims, demands or causes of action which are based or founded, **in which or in whole part, upon the alleged negligent acts or omissions of MSR.**

5. Should MSR 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.

6. 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 to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

7. In the event that I file a lawsuit against MSR, I agree to do solely in the state of Texas, 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 the state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document 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 MSR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at MSR.

I have had sufficient opportunity to read this entire document. I have read and understood it, I have read and agree to safety information, and I agree to be bound by its terms.

Names of participants:

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

Name: _____

Date: _____

Signature: _____