

**FULL RELEASE FROM ALL LIABILITY,
ACKNOWLEDGEMENT OF FULL ASSUMPTION
OF ALL RISKS OF ANY NATURE AND KIND
FROM INHERENTLY DANGEROUS MOTORIZED
OFF-ROAD VEHICLE ACTIVITIES AND
WARNING UNDER LOUISIANA LAW AND LA.
R.S. 9:2795.4, AGREEMENT TO ARBITRATE
CLAIMS & JURY TRIAL WAIVER**

The undersigned hereby does fully release Desoto Motorsports LLC, Trampas Parker MXS, LLC, Trampas Parker, both individually and as General Manager of Trampas Parker MXS, LLC, its agents, officers, directors, managers, employees and all off-road activity sponsors of any events, all motorized activity professionals, any operator of the premises, DeSoto Motorsports Park, LLC, (also hereinafter referred to as "SPONSORS"), and all of its agents and employees of sponsors from all liability for any and all injuries they may suffer in the inherent risks in the course of practicing, riding motocross, racing motocross, attending and participating in motocross school instruction, being a spectator observing motocross activities at the premises, being a crewmember supporter and/or mechanic for a motocross rider, and being a participant, student, racer, spectator or observer of motorsports and any motorized off-road activity activities on the premises of any nature and kind. I the undersigned acknowledge the following:

**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 INHERIT
RISKS OF MOTORIZED OFF-ROAD VEHICLE
ACTIVITY, PURSUANT TO LA. R.S. 9:2793.4.**

- 1. I also assume all inherent risks of participating in off-road motorized off-road activities in simply being on the premises during such activities which has inherent risks of bodily injury, paralysis, pain and suffering and even death as set out below:**
- 2. That motorcycle riding, off-road vehicle activities and motocross is an inherently dangerous activity which risks include death, paralysis, nerve injury, disability, severe injury, falling, missing on jumps and obstacles, lack of speedy medical care in a rural area, lack of an ambulance and medical care, lack of a heliport for medical evacuation, lack of a medic, nurse, emergency medical technician, any sort of health care provider, hospital, surgi-center, and lack of a physician on site, lack of a neurological surgeon in the area, lack of an orthopedic surgeon in the area, lack of surgical facilities in the area. Undersigned acknowledges the premises is a motocross track located in a remote and rural area and the lack of medical services is inherently risky but undersigned, and if a minor, accept these risky through their undersigned parents and natural tutors, all accepts and fully assumes the assumption of any and all of the below partial lists these risks conditions and risk involved in this extreme sports off-road activities.**
- 3. That a motocross track has jumps, woops, single jumps, double jumps, triple jumps and other obstacles to overcome on the ground or in the air by jumping the motorcycle in the air in an attempt to rapidly clear said obstacles and this extremely dangerous activity is unforgiving if not done properly and may lead to serious injury, death, broken bones, broken vertebrae in the back and neck, nerve damage, torn or injured muscles and tendons, neurological injury, brain injuries, bleeding, cuts and lacerations, puncture wounds, ribs broken or**

punctures to lungs and heart, permanent injuries, disabilities, paralysis, death, injuries requiring hospitalization, medical care, surgeries, loss of employment, loss of wages, medical expenses, loss of enjoyment of life and long-term medical care yet the undersigned accepts said risks and fully assumes these and other risks, whether known or unknown. These risks occur at all times during any operation of a motocross bike and for off-road activities including observing motor sports activities, practice, other riders negligence or mistakes, shows, exhibitions, freestyle events, training, and racing.

- 4. Stock motorcycles, certain motorcycles with limited capabilities, non-competition motorcycles and motor vehicles, quads, enduro motorcycles, play motorcycles, three-wheelers, ATV's, mini-bikes, scooters, bicycles, BMX bikes, mountain bikes, golf carts, PW-50's, Mules, four-wheeled vehicles, JR-50's, Cobra's, KTM Juniors, KTM 50's, off-road vehicles with limited 65 cc, 85 cc, 105 cc engined motorcycles and quads, and other small off-road vehicles and motorcycles of any nature and description all have these inherent risks of injury and their use on this large track may exceed the inherent limited engine and suspension capabilities of these smaller vehicles, operated by less experienced and skilled operators and undersigned assumes all risks for operation of said off-road vehicles and holds sponsor harmless for same.**
- 5. All pit bikes, ATV's, golf carts, four-wheeled vehicles are not to be used at anytime on the premises and will result in expulsion from the premises or seizure of the vehicles until the event or training is over solely at all sponsors, DeSoto Motorsports LLC and/or Trampas Parker MXS, LLC sole discretion. The offending operator agrees to vacate the premises upon immediate request of the off-road activity sponsor forfeiting all fees paid to enter the premises and participate in the off-road activity.**
- 6. The undersigned acknowledges other hazards which include: The inherent risks of all off-road activities, race, school, competitions, performance and the propensity of a motorized vehicle to roll over in ways that may result in**

injury, harm or death to persons on or around it, certain inherent hazards such as: A. the placement of water for dust control on the track periodically at anytime before or even during or after a race or practice, B. track modification and maintenance and the deterioration of the track surface and facing of jumps, C. kickers on the surface, D. deep ruts, E. subsurface conditions, tree roots, rocks, gravel, clay, F. inconsistent soil content and surface and subsurface conditions, which constantly change, G. placement and operation of water trucks, sprinklers, tractors and other maintenance vehicles on or near the track during off-road activities, H. collisions with other motorized vehicles, trees, course markers, hay bales, markers or objects, I. engine, frame, suspension limitations and failures or any off-road vehicle equipment failures causing harm and injury I. and the potential for other riders, instructors, track equipment operators, competitors, students and spectators to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the motorized off-road vehicle or not acting within his vehicle capabilities or the rider's capabilities and skill level.

7. The undersigned acknowledges this track is designed intentionally for ADVANCED motocross training requiring high speeds, rough surfaces, bumps, ruts, holes, extremely long, high jumps and step-up jumps, which demand a higher than normal level of excellent riding and jumping skills and is unforgiving of any operator error in an effort to raise the skills of the off-road motorized vehicle riders, motocross riders, students and competitors to enhance their skills. The undersigned acknowledges said risks and the inherent dangers of the motocross track design and acknowledges and accepts these inherent risks.

8. THE UNDERSIGNED ACKNOWLEDGES THERE ARE NO FLAGGERS AT EACH TURN AND JUMPS OR ANYWHERE ON THE COURSE, NO NIGHT LIGHTS, AND LIMITED VISABILITY OVER OBSTACLES ON THE OFF-ROAD MOTOCROSS TRACK AND UNDERSIGNED ASSUMES ALL

RISK FOR SUCH AND ACCEPTS SAID RISK AND HOLDS THE SPONSORS, ITS EMPLOYEES AND AGENTS, DESOTO MOTORSPORTS LLC, TRAMPAS PARKER MXS, LLC, TRAMPAS PARKER INDIVIDUALLY AND ALL SPONSORS HARMLESS FOR INJURIES FROM SAME.

9. THE UNDERSIGNED ACKNOWLEDGES THERE IS NO AMBULANCE AND AIR AMBULANCE OR MEDICAL HELICOPTER NOR NEAR BY HOSPITAL AND ASSUMES ALL RISK FOR SUCH AND ACCEPTS SAID RISK AND HOLDS ALL OF THE SPONSORS, DESOTO MOTORSPORTS LLC, TRAMPAS PARKER MXS, LLC AND TRAMPAS PARKER INDIVIDUALLY HARMLESS FOR INJURIES FROM SAME.

10. The undersigned and his manager, agent, and a minor the minor riders guardian and parent certify that the off-road sponsor has made reasonable and prudent efforts to determine the ability of the participant to engage safely in motorized off-road activity. The minor's parents, guardian, tutor state they have full authority and permission and give full approval to give the minor's consent to this agreement and the minor and his parents agree to be bound by all the terms of this agreement with the sponsors.

11. The undersigned and his manager, agent, and if a minor, the minor's rider's guardian and parent acknowledge they have examined the track and premises and there are not latent conditions and they accept the condition of the off-road track and premises.

12. The undersigned and his manager, agent and if a minor, the minor's guardian and parent acknowledge the actual placement and existence of warning signs with one inch or larger black letters on a white background as per La. R.S. 9:2795.4 on the premises warning that under Louisiana law, a motorized off-road vehicle activity sponsor or motorized 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 vehicle activity, pursuant R.S. 9:2795.4.

13. No spectator, student, observer, parent, rider or crewmember shall cross the track or be on the track at anytime other when on an off-road vehicle and training or competing with the permission of the sponsor.

14. ARBITRATION: THE PARTIES AND UNDERSIGNED AGREE THAT ANY CLAIM OR DISPUTE ARISING OUT OF THIS DOCUMENT OR ANY OFF-ROAD ACTIVITY WILL BE SUBMITTED TO BINDING ARBITRATION INSTEAD OF A STATE OR FEDERAL COURT OF LAW. ANY DISPUTE OR CLAIM OF ANY NATURE AND KIND WHAT INCLUDING BUT NOT EXCLUSIVELY ANY CLAIM FOR DAMAGES FOR HARM AND/OR PERSONAL INJURY OR ANY CLAIM WHATSOEVER, SHALL BE EXCLUSIVELY SUBJECT TO BINDING ARBITRATION WITH AN APPROVED ARBITRATOR OF THE AMERICAN ARBITRATION ASSOCIATION WITH COSTS OF ARBITRATION TO BE BORN BY THE PARTIES AS PER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION WITH NOTICE OF ANY DISPUTE OR CLAIM TO BE FILED WITHIN ONE YEAR OF DATE OF THE ACCIDENT OR INCIDENT TO THE AMERICAN ARBITRATION ASSOCIATION AND TO THE SPONSOR IN WRITING. IF ANY LAWSUIT IS FILED IN ANY COURT, EITHER PARTY MAY FILE A MOTION OR REQUEST ANY LAWSUIT THAT IS FILED IN ANY COURT BE STAYED SAID LAWSUIT UNTIL ARBITRATION IS PURSUED INSTEAD OF ANY LEGAL PROCEEDING FILED IN ANY COURT. UNDERSIGNED ALSO WAIVES ALL RIGHTS TO TRIAL BY JURY.

15. FULL ASSUMPTION OF ALL RISKS: The undersigned, his manager, agent and if a minor, the minor's guardian and parent acknowledge they fully assume all the risks listed above and all inherent risks of operating vehicles in motorized off-road activities and hold the sponsor fully harmless and agree to indemnify they for same.

16. The undersigned, his manager, agent and if a minor, the minor's guardian and parent acknowledge they have read this release fully and voluntarily agree to all the terms and conditions and limitations on liability against the sponsors as set out herein and that they fully understand the document herein that was voluntarily signed. BOTH PARENTS SIGNATURES ARE REQUIRED.

17. No alcoholic beverages or drugs are to be consumed on the premises nor by any rider/student, manager or mechanics, or crewmember within 24 hrs.

Of any off-road activity. Any violation of any rules of any sponsor subjects said undersigned rider or crewmember to expulsion and disqualification from the school or any event at sole discretion of any sponsor.

18. DURATION-This agreement is remaining in full force and effect and is valid for FIVE (5) years from date of signing by the participant, and is to remain fully in force and effect as a continuing agreement after date of signature

Birth is _____, and age is _____ and whom I grant full permission on my minor's behalf and on my behalf as parents to enter into this release, waiver of liability and agreement for my minor child to participate in inherently dangerous off-road activities. This agreement and consent and in full force and effect and is a continuing agreement in force and valid for FIVE (5) years duration from date of signing this agreement for all events, races and training after date of signing.

Minor's signature and print name

Father parent signature and print name

Mother parent signature and print name

ADDRESS

PHONE AND E-MAIL

WITNESSES:

Witness signature and print name

Witness address

Witness signature and print name

Witness address

Sworn to and subscribed before me on this
_____ day of _____ 20_____ at the City of
_____, Parish (County) of
_____, State of

NOTARY PUBLIC

Print notary name

Expiration of notary commission

Bar Number