

2024-2025 TEXPLEX AT FOX CREEK LLC

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING  
THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS

In consideration for purchasing an Admission Wristband, and as a condition of being permitted to use TexPlex At Fox Creek LLC's ("TexPlex") premises and facilities, including participating, actively or passively as spectator, in racing (competitive or otherwise), driving, operating or otherwise using any motorized mode of transportation, including UTV's, ATV's, motorcycles, dune buggies, four-wheelers, vehicles (including off-road and all-terrain vehicles) ("Vehicles"), and all other activities incidental thereto, including the passive, casual or active observance of any of the aforementioned purposes and activities (the "Activities"), the individual(s) named below (referred to as "I" or "me") agree to all of the terms and conditions set forth in this Agreement.

• **EXPRESS ASSUMPTION OF RISK: I UNDERSTAND AND ACCEPT THAT THE ACTIVITIES ARE DANGEROUS** and involve certain risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks associated with the Activities include, but are not limited to: loss of control; collisions with other persons; collisions with natural and man-made objects or obstacles (including, without limitation, natural and man-made bodies of water, trees, rocks, stumps, holes, forest growth, downed timber, fences, posts, padded and non-padded barriers, course equipment, signs, buildings, close proximity and/or contact with thick smoke, dust and open flames, barbed wire, trash, debris, and paved, wooden, gravel and dirt roads and walkways); collisions with other Vehicles; changes and variation in terrain; weather related hazards (including extreme heat or cold, humidity, ice, rain, snow, fog, lightning strikes, tornados, earthquakes); equipment related hazards, broken, defective or inadequate equipment (my own, rented or borrowed), unexpected equipment failure, mechanical failure, imperfect course conditions; surface, and lighting conditions; and natural hazards (snake bites, wildlife attacks, contact with poisonous plants, marine life and/or ticks; inadequate or negligent first aid and/or emergency measures. **I ACKNOWLEDGE AND ACCEPT** that TexPlex has no duty to protect me from the above risks or any other risks inherent to the Activities not specifically named. **I UNDERSTAND AND ACCEPT** that such risks may cause **SERIOUS INJURY** including **PERMANENT DISABILITY, OR DEATH**, and **EXPRESSLY AND VOLUNTARILY ASSUME** all such risks, accepting for myself **FULL RESPONSIBILITY** for any loss or damage I may sustain thereby.

• **MY RESPONSIBILITIES:** I hereby acknowledge and agree that it is my responsibility to inspect TexPlex's premises including, the course, facilities, equipment, and areas to be used by me. I agree to immediately notify appropriate TexPlex personnel if I believe any unsafe condition exists. I further agree to take full responsibility for myself and my equipment and any persons who accompanied me to TexPlex, including, not limited to any minors. By using TexPlex's premises and facilities, and participating, either actively or passively, in the Activities, I acknowledge and agree that TexPlex, including the course, facilities, equipment, and areas to be used by me are safe and acceptable. I understand the demands of the various Activities relative to my physical condition and appreciate the potential impact of the types of injuries that may result from the Activities. I knowingly assume all of the inherent risks of any Activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of my use of TexPlex and its facilities and my participation, passive or active, in any Activity.

• **RELEASE OF LIABILITY: I AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS** against TexPlex, including its owners, officers, directors, managers, employees, agents, volunteers, successors, and assigns (collectively, the "Releasees"), for any personal injury, disability, death, or property damage I may sustain in relation to my use of TexPlex premises and facilities or my participation in the Activities, resulting or arising from **ANY NEGLIGENT ACT OR OMISSION** of the Releasees. I promise not to make or bring any such claim against the Releasees and **FOREVER RELEASE AND DISCHARGE** the Releasees from liability under any such claims.

• **INDEMNIFICATION: I AGREE TO DEFEND, INDEMNIFY, AND HOLD THE RELEASEES HARMLESS** against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorney fees), incurred by or awarded against the Releasees, arising out or resulting from any claim brought by or on behalf of myself as well as any third-party claim related to my use of TexPlex's premises and facilities or my participation in the Activities, including any claim related to my or the Releasees' negligence.

PRINTED NAME: \_\_\_\_\_



- \_\_\_\_\_ (Initial) I represent and warrant that I am in good health and in proper physical condition to safely participate in activities. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in any Activity, or that would result in my participation creating a risk of danger to myself or to others.
- \_\_\_\_\_ (Initial) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- \_\_\_\_\_ (Initial) I agree not to participate in an Activity or event using a motorized vehicle of any kind while under the influence of alcohol and/or drugs.
- \_\_\_\_\_ (Initial) I acknowledge that TexPlex recommends and encourages each person to get medical clearance from his/her personal physician prior to participation in any Activity.
- \_\_\_\_\_ (Initial) I represent that I have not been advised or cautioned against participating in any Activity by a medical practitioner.
- \_\_\_\_\_ (Initial) I understand that it is my responsibility to continuously monitor my own physical and mental condition during participation, and I agree to stop immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- \_\_\_\_\_ (Initial) In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate TexPlex personnel and emergency medical personnel to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
- \_\_\_\_\_ (Initial) I authorize TexPlex to call and otherwise secure emergency medical care or transportation (i.e., EMS) when deemed necessary by TexPlex personnel. I agree to assume all costs of emergency medical care and transportation.
- \_\_\_\_\_ (Initial) I agree to familiarize myself with TexPlex's rules and follow them while I am on TexPlex's premises. I also recognize the authority of TexPlex to prohibit or interrupt my participation in any Activity (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself, my co-participants or others as determined by TexPlex personnel in their sole discretion.
- \_\_\_\_\_ (Initial) I acknowledge that no person under the age of 18 is permitted to participate in any of the Activities unless and until the parent or guardian of that person has signed this Agreement. The parent or guardian of such minor shall be solely for that minor.
- **MISCELLANEOUS PROVISIONS:** If any term or provision of this Agreement is deemed invalid, illegal, or unenforceable, all other parts will be given full force and effect. All matters arising out of or relating to this Agreement or my participation in the Activities will be governed by the laws of the State of Missouri, and exclusive jurisdiction thereof will be in the district court residing in and for Hollister, Missouri.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND VOLUNTARILY SIGN WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

**CAUTION: READ BEFORE SIGNING!  
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND  
WILL BAR YOUR RIGHT TO SUE!**

**I AM THE PARENT/ LEGAL GUARDIAN OF THE MINOR NAMED BELOW. I DESIRE FOR MY CHILD/ WARD TO PARTICIPATE IN THE ACTIVITIES AND BELIEVE IT IS IN HIS/HER/THEIR BEST INTEREST TO DO SO. I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. BY SIGNING BELOW, I GIVE MY CHILD/WARD PERMISSION TO PARTICIPATE IN THE ACTIVITIES WITH THE UNDERSTANDING AND INTENTION THAT THE TERMS OF THIS AGREEMENT ARE BINDING ON ME AND MY CHILD/WARD.**

Responsible Party Signature _____	Dated _____
Responsible Party Printed Name _____	Drivers License No. _____
Minor's Name _____	Date of Birth _____
Minor's Name _____	Date of Birth _____
Minor's Name _____	Date of Birth _____
Minor's Name _____	Date of Birth _____