

**2015 WAIVER AND RELEASE OF LIABILITY --READ BEFORE SIGNING**

In consideration of being allowed to participate in any way at the HILLTOP SX LLC. , DBA HILLTOP RANCH BMX track located at 12708 FM 830, Willis, TX 77318, its related events and activities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, and INDEMNIFY, AND HOLD HARMLESS THE FOLLOWING:

Joel Dean Pelham Jr., Regina D. Pelham, Hunter D. Pelham, Pelham Holdings, LLC., BDP Enterprises and Weldwire Company of Texas, Inc., Hilltop SX LLC. And Hilltop Ranch BMX, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Helmets are MANDATORY for ALL participants/riders while riding Hilltop SX, LLC/Hilltop Ranch BMX! Participants/Riders will not be allowed to ride without a helmet. There will be NO exceptions to this rule.**

x \_\_\_\_\_ Age: \_\_\_\_ Date Signed: \_\_\_\_\_

PARTICIPANT'S SIGNATURE

**PHOTOGRAPH/MEDIA CONSENT AND RELEASE**

I hereby consent and authorize an employee or its agent(s) of Hilltop Ranch BMX/Hilltop Ranch SX (“Hilltop”) to take photographs or motion pictures of me; or to produce videotapes, audiotapes, closed circuit television programs, web casts, or other types of media productions that capture my name, voice, and/or image (any of the foregoing types of media are called the “Materials” in this Consent and Release form).

I authorize Hilltop to copyright the Materials, and I authorize Hilltop to use, reuse, copy, publish, display, exhibit, reproduce, license to third party, and distribute the Materials in any educational or promotional materials or other forms of media, which may include, but are not limited to university publications, catalogs, articles, magazines, recruiting brochures, websites or publications, electronic or otherwise, without notifying me.

I also agree that Hilltop may identify me by name and such other identifying information as hometown, sponsors, etc. **(If the person does not wish to be identified by name, etc., please have them cross through this sentence, and initial year.)** \_\_\_\_\_

I agree that I am participating on a voluntary basis and I will not receive any payment from Hilltop for signing this release or as a result of any publication of the Materials.

I represent that I am at least 18 years of age, or if not, that I have secured the signature of my parent or legal guardian.

\_\_\_\_\_  
Signature            Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent/Legal Guardian

**All participants under the age of 18 without a parent/legal guardian present, must return this waiver and release of liability, notarized by a public notary. Forms presented by anyone under the age of 18 without a parent present, will not be accepted unless notarized.**

**For a natural person acting in his/her own right:**

State of Texas County of \_\_\_\_\_

This instrument was acknowledged before me on ( \_\_\_\_\_ ) by ( \_\_\_\_\_ )

(Personalized Seal)

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Notary Public's Signature