

Motown and Arizona Flying Circus Landowner Liability Release Waiver

Be sure to read the following carefully. Your signature below confirms that you have read, understand, and agree to the terms of this **Motown and Arizona Flying Circus Landowner Liability Release Waiver**, which are listed as follows:

- 1) Motown is private property. You are at Motown as an invited guest.
- 2) Motown has ongoing aviation and ultralight activities and a firearm shooting area. These can be potentially dangerous.
- 3) There is abundant wildlife and natural formations (such as cacti, snakes, mountain lions, owls, javalina, bees, spiders, sharp rocks, steep hills, etc.) that can be potentially dangerous.
- 4) As a guest to Motown, you voluntarily assume all risks, known and unknown, including personal injury, bodily injury, death, property damage and/or any other personal or financial injury sustained at Motown.
- 5) If you cause injuries or damage property at Motown, including property owned by Motown guests, you are fully responsible to pay for these damages or injuries that resulted from your actions.
- 6) Follow all posted signs and rules.
- 7) Supervise any pets or minors you bring to Motown.
- 8) Abide by all State and Federal laws.
- 9) Forever release, waive, and discharge the owners, their partners, family, corporations, associations, employees and agents, from any and all claims of liability for any injuries, however caused, even if caused by negligence, whether active or passive by any of the release parties to the fullest extent allowed by the State of Arizona.
- 10) Not sue or make a claim against any of the released parties of Motown or the Arizona Flying Circus for loss or damage. Violating this agreement by filing such a suit or making such a claim will result in agreeing to pay all attorney's fees, all costs of the released parties directly or indirectly related to the suit or making such a claim, and a minimum payment of \$50,000 above and beyond all other costs and attorney's fees to the released parties as damages for violating this agreement.
- 11) This agreement shall be governed by and construed in accordance with the laws of the State of Arizona. All disputes and matters whatsoever arising under, in connection with incident to this agreement shall be litigated, if at all, in and before a court located in the State of Arizona, to the exclusion of the courts of any other state or country.
- 12) Severability. If any part, article, paragraph, sentence, or clause of this agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the agreement shall continue in full force and effect.

If you do not agree to these terms listed above, please leave at once. Failure to comply with the terms of this document will be considered trespassing on private property and subject to prosecution.

I _____ (GUEST'S PRINTED NAME), for themselves, their personal representatives, heirs, executors, next of kin, spouses, minor children and assigns, do hereby sign this document of my own free will and understand fully that this MOTOWN LANDOWNER LIABILITY RELEASE WAIVER, and my signing of it, is for any and all participation, injuries, damages, and risks associated with being on this private property. I sign below of my own free will.

x _____
GUEST'S Full Signature

x _____
Witness Full Signature

GUEST'S Year of Birth

Witness Full Printed Name

February _____, 2019
Today's Date

February _____, 2019
Today's Date