

American Motorcyclist Association Recreation Event
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

ESE We Make Tracks Inc / 3 Palms Action Sports Park

ORGANIZER NAME, EVENT NAME, SANCTION#

EVENT DATES

IN CONSIDERATION of being allowed to participate in any way in an American Motorcyclist Association Recreation Event "EVENT":

- 1. I UNDERSTAND AND AGREE that although I have been supplied with certain information on the prescribed Event, the Event does not permit me to inspect the prescribed course or any portion of the prescribed course or the immediately adjacent areas thereof with which I may come in contact during the Event prior to my participation in the Event. I understand and agree that if at any time, I believe anything to be unsafe or unsatisfactory in any way, I will immediately take all necessary precautions to avoid the unsafe area and/or refuse to participate further in the EVENT.**
- 2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, vehicle owners, riders, officials, drivers, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT, premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT, AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 4. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.**
- 5. I HEREBY ACKNOWLEDGE that THE ACTIVITIES OF THE EVENT ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
- 6. I HEREBY AGREE that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENT is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**
- 7. I HEREBY AGREE that this agreement shall be binding and enforceable against me, my personal representatives, agents, spouse, assigns, heirs and next of kin without limitation.**

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. _____ I HAVE READ THIS RELEASE Father Mother Guardian _____
 Parent or Guardian (Signature) (Check One) Date (mm/dd/yyyy)

I represent that I have sole legal custody or am sole parent/guardian.
 (Initial)

2. _____ I HAVE READ THIS RELEASE Father Mother Guardian _____
 Parent or Guardian (Signature) (Check One) Date (mm/dd/yyyy)

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

SEAL

Printed Name of Parent or Guardian: 2. _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20 _____

Signature of Event Official or Notary Public _____ Printed Name of Event Official or Notary Public _____
 _____ County, State of _____ My Commission Expires: _____