

# RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**ADRENALINE MOTORPLEX & FIVE H FARMS: 4159 NW STATE ROUTE FF HWY, ADRIAN MO 64720**

IN CONSIDERATION of being permitted to enter for any purpose and RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burnout area, approach area, shut down area and all walkways, concessions and other areas appurtenant to any area where any activity related to the even shall take place), or being permitted to compete, officiate, observe, work for, or any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, FOR HIMSELF/HERSELF, HIS/HER PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes into contact, and he/she does further warrant that his/her entry upon such restricted area or areas and hi/her participation in any, in the event constitutes and acknowledgement and he/she has inspected such restricted areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of he/her use and furthers agrees and warrants that if, at any time, he/she is or about restricted areas he/she feels anything to be unsafe he/she will immediately advised the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, bike owners, drivers, pit crews, any persons in any restricted areas, promoters, sponsors, advertisers, owners and lessee of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as the "releasee", for all liability or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is in or upon the restricted areas and/or , competing, officiating in, observing, working for or any other purpose participating in the event. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasee and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating in, observing, working for or any other purpose participating in the event and whether caused by the negligence of the releases or otherwise. 3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the releases or otherwise while in or upon the restricted area or in any way competing, officiating in, observing, working for or any other purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned as the parent/guardian or other responsible party, does hereby acknowledge that they are participating in the sport of Motocross, UTV, or ATV which can be dangerous and may result in property damage, bodily injury or death. Participants, family, or friends acknowledge they **ASSUME THE RISK** of any damage to property, bodily injury or death they may incur while participating in Motocross in the above-said premises. EACH OF THE UNDERSIGNED further expressly agrees the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is 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.

**\*\*EACH OF THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIVES, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. \*\***

Event: \_\_\_\_\_ Date: \_\_\_\_\_

Print Your Name	Sign Your Name <small>*If a minor, parent signature</small>	If Riding Bike #
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