

**READ CAREFULLY THIS IS A RELEASE**

(O/R)

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Open Practice and Race Events- TOMAHAWK MX PARK,  
861 Tomahawk Run Road, Hedgesville, WV 25427 (the "PROPERTY")

\_\_\_\_\_ Date

EFFECTIVE FOR ALL PRACTICE DAYS AND RACE EVENTS on the Property  
from \_\_\_\_\_ to \_\_\_\_\_ hereinafter collectively "EVENT(S)"

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) on the and/or being permitted to enter for any purpose the PROPERTY or any RESTRICTED AREAS(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree that:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the PROPERTY, premises, facilities, and equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE PROPERTY and/or the RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry onto the PROPERTY or into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s) or observing the EVENT(S), the rules of the Event(s), the condition and layout of the PROPERTY, premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.

3. I consent to the Minor's participation in the Event(s) and/or entry onto the PROPERTY and/or into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, motorcycle owners, riders, pit crews, rescue personnel, any persons on the PROPERTY or in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of PROPERTY and/or premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the PROPERTY, premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

5. If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. In the event that I sustain any injury while on the Property or in any Restricted Areas that any rescue personnel or medical personnel may release such medical information about my condition to representatives of the promoter, sanctioning organization, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers. I further hereby acknowledge that no medical staff, medical personnel or ambulance is present on the Property to provide care or aid in the event of an injury during open practice events.

7. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

\_\_\_\_\_  
FATHER OR GUARDIAN (PRINT + SIGN NAME)

\_\_\_\_\_  
NAME OF PARTICIPANT (PRINT)

\_\_\_\_\_  
MOTHER OR GUARDIAN (PRINT + SIGN NAME)

\_\_\_\_\_  
WITNESS

STREET:

CITY:

STATE:

ZIP:

**PLEASE SIGN MINOR'S ASSUMPTION OF RISK FORM ON BACK**

# MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

Open Practice and Race Events- TOMAHAWK MX PARK,  
863 Tomahawk Run Road, Hedgesville, WV 25427 (the "PROPERTY")

\_\_\_\_\_  
DATE

EFFECTIVE FOR ALL PRACTICE DAYS AND RACE EVENTS on the Property  
from \_\_\_\_\_ to \_\_\_\_\_ (hereinafter collectively "EVENT(S)")

I have obtained my parent's consent to participate in the above EVENT(S). I understand that I am assuming all of the risks if I get hurt during the EVENT(S) and I state the following:

1. Both my parents and I believe I am qualified to participate in the EVENT(S). I will inspect the PROPERTY, premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT(s) ARE VERY DANGEROUS AND INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

**I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

I HAVE READ THIS RELEASE

\_\_\_\_\_  
SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE

I HAVE READ THIS RELEASE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS