

# MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

ALL MIDWEST VMX EVENTS, ACTIVITIES AND/OR LOCATIONS

DATE: ALL 2021 DATES

IN CONSIDERATION for allowing the below MINOR participant to compete, officiate, observe, work for, or participate in any way in the above event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including, but not limited to, the competition area and a hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the EVENT(S).
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of the Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the EVENT(S). The undersigned recognize and understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the RESTRICTED AREA could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the EVENT(S) and/or entry into the RESTRICTED AREA are assumed not withstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, riders, pit crew, all persons in the RESTRICTED AREA, sponsors, advertisers, owners, lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, brokers/underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," from all liability to ourselves, the undersigned, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury including, but not limited to, the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify, and save and hold harmless, the Releasees and each of them from loss, liability damage, or cost they may occur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in, or presence at, the EVENT(S) and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. 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 State or Province in which the EVENT(S) 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.

**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.**

Printed name of Minor Participant \_\_\_\_\_

Date of Birth \_\_\_\_\_

MWVMX Member Number \_\_\_\_\_

Expiration: \_\_\_\_\_

**Both parents or guardians must sign unless one parent or guardian has sole custody.**

## I HAVE READ THIS RELEASE

Parent or Guardian Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Check one:  Father  Mother  Guardian

Date \_\_\_\_\_ I represent that I have sole custody (initial) \_\_\_\_\_

## I HAVE READ THIS RELEASE

Parent or Guardian Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Check one:  Father  Mother  Guardian

Date \_\_\_\_\_

MWVMX OFFICIAL WITNESS (at event only) \_\_\_\_\_

Signature / Title \_\_\_\_\_

Date \_\_\_\_\_

OR

NOTARY WITNESS: Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Notary Public \_\_\_\_\_

Printed Name of Notary Public \_\_\_\_\_

County, State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



# MINOR'S ASSUMPTION OF RISK ACKNOWLEDGMENT

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I have obtained the consent of my parents/guardians 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. My parents and I believe I am qualified to participate in the EVENT(S). I will inspect the 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. My parents/guardians have explained to me and I understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death.
3. My parents/guardians have explained to me and I understand 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 ACKNOWLEDGMENT, 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

\_\_\_\_\_  
MWVMX Member Number

\_\_\_\_\_  
Expiration

## I HAVE READ THIS RELEASE

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Parent / Guardian

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

( ) \_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Email Address

**MWVMX OFFICIAL WITNESS (at event only)**

\_\_\_\_\_  
Signature / Title

\_\_\_\_\_  
Date