

RELEASE OF LIABILITY

<u>NAME</u>	<u>Age</u>	<u>Bike #</u>
<u>Address</u>		<u>AMA#</u> <u>EXP.</u>
<u>City</u>		<u>MAKE OF MACHINE</u>
<u>State</u>	<u>Zip</u>	<u>CLASS</u> <input type="radio"/> A <input type="radio"/> B <input type="radio"/> C
<u>PHONE</u>		<u>DATE OF BIRTH</u>

- 1 **Release of Liability.** The undersigned, on behalf of himself, his heirs, personal representative, executor, administrator or assigns, as partial consideration for his use of the premises provided, does hereby release, acquit and discharge Joseph Vincer, Aaron Vincer, Motosports Enterprises, Ltd. and Motosports Riders Club, Inc., and each of their directors, officers, members, employees and agents, together with their successors, assigns, executors, administrators and personal representatives, (sometimes referred to herein respectively as ME Ltd, and MRC Inc) from any and all claims, demands, damages, costs, expenses, loss of services and causes of action, at law or in equity, arising out of or resulting from the undersigned's use of or activity on any property or facility hereafter "PREMISES", owned, operated, provided by, leased, or controlled by Joseph Vincer, Aaron Vincer, Motosports Enterprises, Ltd. and/or Motosports Riders Club, Inc. including but not limited to motorcycles or recreational vehicle trail riding or racing, or any ancillary activities including but not limited to watching, assisting or officiating such activities, regardless of whether such claim, demand, cost, expense or cause of action results arises from property damage or personal injury, and regardless of fault of Joseph Vincer, Aaron Vincer, ME Ltd or MRC, Inc **IT IS EXPRESSLY AGREED BY THE UNDERSIGNED THAT THIS RELEASE SHALL APPLY TO EACH AND EVERY USE OF THE PREMISES BY THE UNDERSIGNED FOR THE CALENDAR YEAR DURING WHICH IT IS SIGNED.**

- 2 **Assumption of Risk/Dangerous Activity.** The undersigned recognizes and acknowledges that recreational vehicle racing and riding are inherently dangerous activities often utilizing very rugged terrain by person participating in such activities, or ancillary activities or present in the general area in which such activities are conducted is in danger of suffering serious bodily injury, personal injury and property injury. **THE UNDERSIGNED IS AWARE THAT THE RACE SURFACE MAY BE ROUGH OR UNEVEN AND THAT IT CONTAINS MANY HAZARDS. THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT HE IS PARTICIPATING IN A DANGEROUS SPORT. THE UNDERSIGNED HEREBY ASSUMES THE RISK OF ALL SUCH INJURIES WHICH HE MAY SUSTAIN IN CONNECTION WITH HIS USE OF FACILITIES PROVIDED BY JOSEPH VINCER, AARON VINCER, MOTOSPORTS ENTERPRISES, LTD. OR MOTOSPORTS RIDERS CLUB, INC.**

- 3 **Skills and Rules.** The undersigned certifies that he has examined the premises he intends to use, is familiar with them and that he is capable and skilled in the use of the recreational vehicle, if any, that he will operate on the premises. The undersigned acknowledges that he has read and is familiar with and also agrees to obey the rules of Motosports Enterprises, Ltd. that are posted at the sign up window, and any other rules, regulations and directions of Motosports Enterprises, Ltd., Motosports Riders Club, Inc., and other sponsor, any official and all state, local or national laws or government regulations regarding such activities.

- 4 **Waiver.** No officer, director, employee, agent, servant or other representative of Joseph Vincer, Aaron Vincer, ME, Ltd. Or MRC, Inc. is authorized to vary the terms and provisions of this instrument or to make any oral or written representation contrary to any provisions hereof or otherwise in connection with the subject matter hereof.

- 5 **No Warranties.** The undersigned acknowledges that Joseph Vincer, Aaron Vincer, Motosports Enterprises, Ltd. And Motosports Riders Club, Inc. have made no warranty, express or implied, regarding the condition of the premises to be used by the undersigned or the physical or mental condition, competency or skills of any other person using the premises or officiating any event held upon the premises.

- 6 **Indemnity Against Minor's Claim.** In the event that this agreement is signed on behalf of a minor by a parent or guardian, and the minor makes any claim upon, Joseph Vincer, Aaron Vincer, ME, Ltd. And MRC, Inc. at a later time, the parents or guardian signing this release hereby agree to Indemnify and hold harmless, Joseph Vincer, Aaron Vincer, ME Ltd. and/or MRC, Inc. from and against any and all loss, costs, damages or awards, including attorney's fees, suffered by Joseph Vincer, Aaron Vincer, ME, Ltd. Or MRC, Inc.

- 7 **Inspection and Acceptance of Premises.** The undersigned certifies and agrees that he will carefully examine the premises prior to each use, and that his participation in any event or the use of said facilities will automatically indicate his acceptance of the conditions of the premises as being reasonable and safe for the purposes for which they are used, and that the facilities and premises are accepted in an "AS IS" condition without any reservation, limitation, or warranty.
- 8 **Indemnity.** I agree to indemnify, save and hold harmless, Joseph Vincer, Aaron Vincer, Motosports Enterprises, Ltd. And Motosports Riders Club, Inc. from and against any injury, damage or costs caused by my acts or omissions, negligent or otherwise, including any costs and attorney's fees incurred thereby, arising out of my use of the premises.
- 9 **Partial Invalidity.** It is understood and agreed that this release is intended and shall be read as to be as broad and inclusive as permitted by law; that if any portion of this release is held invalid, the remaining provisions shall continue in full force and effect; and that any contradiction or ambiguity herein shall be read in favor of Motosports Enterprises, Ltd. and Motosports Riders Club, Inc. This release shall be in effect for any and all events or use of said facilities on premises.

THIS RELEASE HAS SIGNIFICANT LEGAL CONSEQUENCES. YOU MAY WISH TO CONSULT WITH AN ATTORNEY BEFORE SIGNING

DATE: _____ X _____
Rider's Signature - Sign in Ink

Email: _____ X _____
Rider - Print Name

*** If under 18 years of age, parent or guardian must sign below**

The undersigned states that the above signed rider is under the age of 18 years and that he presently is under the care, custody and control of the undersigned parent or guardian, and that said parent or guardian has read the release form signed by their minor child or ward and said parent or guardian does hereby accept all the terms of said agreement and specifically grants permission to said minor to participate in said event and fully accepts and confirms the terms of the release and waiver in behalf of said minor and incorporates the above release specifically on behalf of himself including a full and complete release.

STATE OF RIDER: _____

COUNTY OF RIDER: _____

PARENT/GUARDIAN NAME: _____
Please Print

PARENT/GUARDIAN SIGNATURE: X _____

Address of Guardian: _____

_____ Phone No.: _____

HAVE SUBSCRIBED AND SWORN to me before

this _____ day of _____, 20 _____

 Notary Public

**MAIL TO:
 Motosports Enterprises, Ltd.
 2525 Ash Road
 Byron, IL 61010**