

# 2010 MX-207 ANNUAL LIABILITY WAIVER

## ADULT AND/OR MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

MX-207/SSMX, LLC Lyman Maine

IN CONSIDERATION of being permitted to enter for any purpose any MX-207, SSMX LLC area, (herein defined as including but not limited to the racing surface, pit areas, infield, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to an event(s) or practice session shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event(s) or practice session, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such MX-207/ SSMX, LLC areas, and will continuously thereafter, inspect such MX-207, SSMX, LLC areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such MX-207, SSMX, LLC area or areas and his participation, if any, in the event(s) constitutes an acknowledgment that he has inspected such MX-207, SSMX, LLC area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time he is in or about MX-207, SSMX, LLC areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the MX-207, SSMX, LLC 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/car owners, riders/drivers, pit crews, any persons in any MX-207, SSMX, LLC area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event(s) and each of them, their officers and employees, all for the purposes herein referred to as "releasees", from all liability to the undersigned, his 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, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the MX-207, SSMX, LLC area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event(s):

2. HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the releasees 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 MX-207, SSMX, LLC area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event(s) and whether caused by the negligence of the releasees or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the MX-207, SSMX, LLC area and/or while competing, officiating, observing, or working for or for any purpose participating in the event(s). EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that 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(s) 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I/we understand that the promoters and/or MX-207, SSMX, LLC DO NOT provide medical insurance coverage. THE UNDERSIGNED FURTHER AGREES TO ASSUME ALL RESPONSIBILITY FOR DOCTOR, AMBULANCE, HOSPITAL AND MEDICAL EXPENSES AND ANY LOSS OR INJURY TO ME/THE MINOR AND/OR PERSONAL PROPERTY DUE TO PARTICIPATION, OR ATTENDANCE, IN/AT, ANY MX-207/ SSMX, LLC EVENT(S).

### I HAVE READ THIS RELEASE

Printed name of rider \_\_\_\_\_

Signature \_\_\_\_\_

Printed name Parent/Legal guardian \_\_\_\_\_

Signature \_\_\_\_\_

Street \_\_\_\_\_ Town \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ email \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Notary Public certification required regardless of age.

Notary: \_\_\_\_\_ SEAL: \_\_\_\_\_

Notary Stamp