

# **Powder Mountain Motocross Waiver Form**

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## **MOTOCROSS RIDERS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for the opportunity for event participation and utilization of the motocross track, resort facilities, and premises of Powder Mountain Resort Management LLC (PMRM), and Western America Holding, LLC (WAH), and their respective affiliates in furtherance of the sport of motorcycle riding, motocross racing and related activities, (hereinafter collectively called “motocross”).

I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Motocross is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to or the death of participants. I understand I may suffer a broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in the sport of Motocross. (Initial here \_\_\_\_\_).

2. I hereby RELEASE AND DISCHARGE PMRM, WAH, Monster Energy and all related parties, event volunteers, company officers, directors, elected officials, agents employees, and owners of equipment and the land used for motocross activities (hereinafter collectively referred to as “Released parties”), from any and all liability, claims, demands or causes of action that I or my representatives may hereafter have for injuries, loss of life, and all other forms of damages arising out of my participation in Motocross activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).

4. I understand and acknowledge that Motocross riding and racing activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOCROSS ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here \_\_\_\_\_).

5. I further agree that I WILL NOT SUE OR OTHERWISE MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in Powder Mountain Motocross activities (Initial here \_\_\_\_\_).

6. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys’ fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in Powder Mountain Motocross activities. (Initial here \_\_\_\_\_).

7. I will take full responsibility for, and hold harmless Released Parties for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in Powder Mountain Motocross activities (Initial here \_\_\_\_\_).

8. I agree that I will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here \_\_\_\_\_).

9. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Powder Mountain Motocross activities (Initial here \_\_\_\_\_).

10. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in Powder Mountain Motocross activities which are in any way connected to or with the Released Parties (Initial here \_\_\_\_\_).

11. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am (adult) legal guardian, as the result of any injury or damage that my minor child, the minor child for whom I am (adult) legal guardian, or I may suffer while engaging in Powder Mountain Motocross activities (Initial here \_\_\_\_\_).

12. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Powder Mountain Motocross activities including any claims related to the negligence of the Released Parties by any of the undersigned (Initial here \_\_\_\_\_).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of Adult Participant \_\_\_\_\_

Name of Minor Child \_\_\_\_\_

Name of Adult Participant (Please Print) \_\_\_\_\_

Signature of Parent or Guardian of Minor Child \_\_\_\_\_

Parent or Guardian of Minor Child (Please Print) \_\_\_\_\_