

**MEMBERSHIP WAIVER AND RELEASE BY PARENT ON BEHALF OF MINOR
FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING ONTO THESE
PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS
ACTIVITY AND INDEMNITY AGREEMENT**

This Release is executed on ____/____/____ by _____,
[date] [custodial parent]

[street address]

[city, state, zip code]

on behalf of _____ who is a minor child and
[minor's name] [date of birth]

who is not yet eighteen (18) years of age (the "Minor"), hereinafter referred to as "RELEASOR."

AS A CONDITION OF MEMBERSHIP OF THE MINOR IN EAST BAY MOTOCROSS, LLC., YOU ARE SIGNING THIS AGREEMENT ON BEHALF OF THE MINOR, AND YOU AND YOUR MINOR CHILD AND/OR CHILDREN ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOREVER.

Each of the undersigned being fully aware of the risks and hazards inherent upon participating in our events and/or entering upon EAST BAY MOTOCROSS located at 6334 Burts Road Tampa, FL 33619 (herein "PREMISES") and/or participating in any of the events and/or the INHERENTLY DANGEROUS ACTIVITIES held at such PREMISES, hereby elects voluntarily to enter upon said PREMISES, knowing their present conditions, promising to examine the conditions on each occasion of entry and knowing that said conditions may become more hazardous and dangerous during the time that each of the undersigned and his/her child/children are upon the said PREMISES. Each of the undersigned and his/her child/children hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by any or each of the undersigned's minor child and/or minor children or any property of any or each while in, on or upon the said PREMISES. RELEASOR further agrees that if at any time he/she, or the child/children becomes aware of any dangerous condition upon the PREMISES, they will immediately report it to management and will take all reasonable steps necessary to remove or reduce the dangerous condition.

In consideration of the child/children being permitted to become a member and, thereby, being permitted to enter upon the PREMISES and/or engage in any of the events and/or INHERENTLY DANGEROUS ACTIVITIES, RELEASOR, for himself/herself and his/her minor child/children and their, guests, employees, independent contractors, personal representatives, agents, heirs, and next of kin, (herein "RELEASOR") forever releases, waives, discharges and covenants not to sue, any other person or entity including but not limited to

EAST BAY MOTOCROSS, LLC., its/their officers, directors, members, managers, agents, employees, independent contractors, paramedics, health care providers, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the PREMISES, and each of them, all referred to herein as "RELEASEE," from all liability permitted at law or equity, from this date until the end of time, for all manner of loss or damage, and any claim for loss or damage, on account of injury to the person or property of RELEASOR or resulting in death of the RELEASOR, whether caused by the negligence, or gross negligence of RELEASEE or for any reason whatsoever including, but not limited to, RELEASOR being allowed in the pit area, the observation area, the track area, observing, walking, running, laying down, sitting, standing, driving, riding, practicing, racing, schooling, competing, working, operating a motor vehicle, operating a bicycle, engaging in any water sport(s), operating any mode of transportation, or for any purpose whatsoever (herein "INHERENTLY DANGEROUS ACTIVITIES") while RELEASOR is present in or upon the PREMISES or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES thereon.

RELEASOR assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence, or gross negligence of RELEASEE, or otherwise, while in or upon the PREMISES, and/or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES.

RELEASOR agrees that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

RELEASOR, being of lawful age, in consideration of the child/children being permitted to become a member and to enter upon the PREMISES and/or to participate in the events and/or the INHERENTLY DANGEROUS ACTIVITIES, does for himself/herself, his/her child/children or their heirs, executors, administrators, and assigns, now releases and forever discharges RELEASEE, their heirs, administrators, and executors from any and every claim, demand, action or right of action, of any kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, death and/or property damage, known or unknown, resulting from any act or accident which may occur upon the PREMISES or as a result of participation in any of the INHERENTLY DANGEROUS ACTIVITIES or in connection with the INHERENTLY DANGEROUS ACTIVITIES, whether by negligence, gross negligence or not.

RELEASOR further understands that he/she on behalf of his/her children hereby releases all persons or entities from any claim whatsoever on account of the rendering of health care, emergency services, first aid, treatment or services rendered to him/her while in or upon the PREMISES or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES thereon.

RELEASOR warrants that he/she has full legal authority to execute this Release on behalf of his/her child/children for the benefit of all RELEASEE(S) as defined herein including, but not limited to, all minor children who have accompanied him/her onto the PREMISES.

RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, liability, damages, attorneys fees, cost of litigation, or any other costs they may incur due to RELEASOR's misrepresentations herein and/or for any breach of this Release and the warranties contained herein including the presence of the undersigned, RELEASOR or his/her wife, husband, minor children, next of kin, family members, or guests in or upon the PREMISES and/or their association with the membership or any of the INHERENTLY DANGEROUS ACTIVITIIES whether caused by the negligence, or gross negligence, or the RELEASEE or otherwise including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to RELEASOR's membership or presence upon the PREMISES.

RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

RELEASOR further states that he or she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.

Printed Name of Custodial Parent	
Phone Number	
Email Address	
Driver's License No	
Practice/Race Skill (Circle One)	Advanced Intermediate Beginner
Emergency Contact & Phone	

Dated: _____

Minor Child [Print Name]

[SIGNATURE]
Custodial Parent/Guardian on behalf of
the Minor Child referenced herein

[SIGNATURE] Minor Child

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

EAST BAY MOTOCROSS

-- 12/31/2011

NAME OF TRACK AND/OR EVENT

EVENT DATE(S)

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("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 any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, 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 participation constitutes an acknowledgement 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 anytime in the RESTRICTED AREA they believe something to be 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.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of 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. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that 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 and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge, and covenant not to sue the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, all persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the Event, premises and event inspectors, surveyors, underwriters, brokers, 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 purposes 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 any 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 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 Province or State 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. I/ WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

I HAVE READ THIS RELEASE _____ Father/Mother/Guardian _____ Date _____
Parent or Guardian (Signature) (Circle One)

I represent that I have sole legal custody or am the sole parent/guardian
(INITIAL)

I HAVE READ THIS RELEASE _____ Father/Mother/Guardian _____ Date _____
Parent or Guardian (Signature) (Circle One)

Printed Name of MINOR Participant: _____ D.O.B. ____/____/____

Printed Name of Parent or Guardian: _____

Printed Name of Parent or Guardian: _____

SEAL

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ day _____ A.D. 20 _____

Signature of Event Official Or Notary Public Printed Name of Event Official or Notary Public

County, State of _____ My Commission Expires: _____