

American Motorcyclist Association

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

Adult

ORGANIZER NAME; RACER PRODUCTIONS, INC.

EVENT DATES; ALL EVENTS IN 2020

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the American Motorcyclist Association sanctioned event "EVENT(S)" 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 area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), 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 THE UNDERSIGNED, his/her 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 ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury and/ or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that 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.
7. HEREBY acknowledges, agrees and represents that he/she is not ill or suspect that he/she is ill with the COVID-19 coronavirus; that if he/she becomes ill during the EVENT(S) he/she will notify officials of such and immediately leave the EVENT(S) and/or seek medical treatment; and that he/she shall exercise social distancing guidelines and proper hygiene protocols as recommended by the CDC (Centers for Disease Control and Prevention) at all times while attending the EVENT(s).

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name: _____

D.O.B.: _____

(MM/DD/YYYY)

Signature: _____

Address: _____

City

State

Zip

Email: _____

Cell Phone: _____

(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: _____

SEAL

American Motorcyclist Association

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

Minor

ORGANIZER NAME; RACER PRODUCTIONS, INC.

EVENT DATES; ALL EVENTS IN 2020

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the American Motorcyclist Association sanctioned events ("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 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.
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 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 organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), 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's, our personal representatives, assigns, 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 incur 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 Releases 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.
6. HEREBY acknowledges, agrees and represents that he/she is not ill or suspect that he/she is ill with the COVID-19 coronavirus; that if he/she becomes ill during the EVENT(S) he/she will notify officials of such and immediately leave the EVENT(S) and/or seek medical treatment; and that he/she shall exercise social distancing guidelines and proper hygiene protocols as recommended by the CDC (Centers for Disease Control and Prevention) at all times while attending the EVENT(s).

THIS AGREEMENT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF OHIO. If any part of this Agreement is adjudged to be invalid for any reason, I agree that the remaining terms of the Agreement remain in full 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.

1. _____ Father Mother Guardian
Printed Name of Parent or Guardian (Check One)

I HAVE READ THIS RELEASE

Parent or Guardian (Signature)

_____ Date (mm/dd/yyyy)

(Initial)

I represent that I have sole legal custody or am sole parent / guardian.

2. _____ Father Mother Guardian
Printed Name of Parent or Guardian (Check One)

I HAVE READ THIS RELEASE

Parent or Guardian (Signature)

_____ Date (mm/dd/yyyy)

Printed Name of MINOR Participant: _____ AMA #: _____ D.O.B.: _____

Address of Participant: _____
City State Zip

Email: _____ Cell Phone: _____

(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: _____

SEAL