

CENTRAL MOTORCYCLE ROADRACING ASSOCIATION

(MINOR RELEASE FORM)

ANNUAL WAIVER OF RIGHTS, ASSUMPTION OF PERSONAL RESPONSIBILITY AND OTHER AGREEMENTS

IN CONSIDERATION **(a)** of being permitted to compete, officiate, observe, work for, perform media related activities, or participate in any way in any Event(s) conducted, produced or promoted by Central Motorcycle Roadracing Association ("CMRA") during the calendar year 2012, regardless of the nature of the Event or **(b)** being permitted to enter, for any purpose, any General Access Area (defined as anywhere on or near the site of the Event not within a Restricted Area), any Restricted Area (defined as any area requiring special authorization, credentials, or permission to enter any area where admission by the general public is restricted or prohibited) including but not limited to, the competition area and the hot pit area, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, parent or legal guardian, heirs and next of kin:

1. Acknowledges, promises and represents that he will observe and note all conditions existing in each General or Restricted Area into which he enters and further promises, represents and warrants that if, at any time, he observes or notes any unsafe condition, he will immediately report such unsafe condition to the first available representative of CMRA and will immediately leave such area and, if a participant, will terminate any further participation in the Event or other activity in such Area.
2. ON BEHALF OF HIMSELF, HIS PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN: (a) RELEASES; (b) DISCHARGES; (c) PROMISES NOT TO SUE; (d) INDEMNIFIES; and (e) HOLD HARMLESS the following:
 - THE CENTRAL MOTORCYCLE ROADRACING ASSOCIATION ("CMRA") OR ANY AFFILIATE OR RELATED COMPANY, MEMBER, DIRECTOR, OFFICER, EMPLOYEE, OR AGENT; and
 - ANY RACING ASSOCIATIONS OR SANCTIONING ORGANIZATION, PROMOTERS, SPONSORS, ADVERTISERS, TRACK OPERATORS, TRACK OWNERS, OWNERS OR LESSEES OR LESSORS OF THE PREMISES, NON-CMRA OFFICIALS; and
 - ANY PARTICIPATING INDIVIDUALS OR TEAMS, MOTORCYCLE OWNERS, TEAM OWNERS, RIDERS, PIT CREWS; and
 - RESCUE PERSONNEL, CORNER WORKERS, INSPECTORS, CONSULTANTS, SECURITY PERSONNEL; and
 - AND EACH OF THEM AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES. (All of those described in the foregoing paragraphs are hereinafter referred to as the "Releasees")

FROM: ANY AND ALL LIABILITY OF ANY NATURE, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURY INCLUDING DEATH ARISING OUT OF, CONNECTED WITH OR RELATED IN ANY WAY TO THE CONDUCT OF ANY EVENT, WHETHER OR NOT SUCH PROPERTY DAMAGE OR PERSONAL INJURY INCLUDING DEATH WAS CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, ERRORS, MALFEASANCE, MISFEASANCE, STRICT LIABILITY, OR FAULT OF THE RELEASEES, RELEASORS OR OTHERWISE.

3. **Agrees, Acknowledges and Warrants that: (a) the Applicant has no mental or physical restriction that could pose a risk of injury to himself or others; (b) the activities or related activities of the Event, are by their very nature very dangerous and involve risk whether substantial or extreme of serious property damage or injury including death and assumes full and complete personal responsibility for any risk of property damage, bodily injury or death arising out of, connected with or related to the Event whether or not it is caused by the sole or concurrent negligence of Releasees, Releasors or Otherwise; (c) the release and indemnity provisions set forth herein are intended to be as broad and as inclusive as is permitted by the laws of the State of Texas or such other jurisdiction in which any Event is held and as broad and inclusive as is permitted by federal law. If any portion hereof is held invalid, then it is agreed that the remaining provisions of this Agreement shall, notwithstanding, the partial invalidity hereof, continue in full legal force and effect; (d) he will not video tape, film or otherwise record any acts, currents or performance in or related to the Event for any purpose other than personal use and that any profits derived from any video tape, film or other recording of the Event or any matters related to the Event shall be the sole property of CMRA; (e) CMRA and its successors shall have all rights to use the name, likeness or information regarding the undersigned in connection with the conduct of the Event or future Events, any advertising or promotion of CMRA Events, or on the CMRA website or in any publications of CMRA; (f) he is fully authorized to execute this Agreement or has, any event this Agreement is executed on behalf of any entity, been duly authorized by the owners or other authorized personnel of such entity to execute this Agreement.**

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND RIGHTS AGREEMENT FOR MINORS, 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.

Applicant's Initials _____ Parent or Legal Guardian's Initials _____ Parent or Legal Guardian's Initials _____ Date _____
(APPLICANT AND BOTH PARENTS AND ALL LEGAL GUARDIANS MUST INITIAL ABOVE)

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CAUTION: READ ALL PAGES BEFORE SIGNING, MUST BE NOTARIZED (If not witnessed by CMRA official)

Applicant's Legal Signature

Date

Applicant's Printed Name

Witness Signature

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN to at _____ before me this _____ day of _____, A.D. 20_____.

Notary Public in and for the

State of _____

My Commission Expires: _____

NOTICE, IF UNDER THE AGE OF 18, this application must bear the notarized signature of BOTH PARENTS AND ALL LEGAL GUARDIANS which shall acknowledge a waiver and release of any and all claims such parent or legal guardian may have. By signing below the undersigned represents that they are (INITIAL ONE LINE ONLY):

_____ the only parent or the sole guardian of the minor with full authority to agree to this Release and these representations instead of the parent(s).

_____ one of two parents or one of (insert total number) _____ guardians of the minor with full authority to agree to this Release and these representations instead of the parent(s).

#1 Parent or Legal Guardian's Signature

Date

#1 Parent or Legal Guardian's Printed Name

Witness Signature

STATE OF _____ §

§

COUNTY OF _____ §

SUBSCRIBED AND SWORN to at _____ before me this _____ day of _____, A.D. 20_____.

Notary Public in and for the

State of _____

My Commission Expires: _____

Applicant's Initials _____ Parent or Legal Guardian's Initials _____ Parent or Legal Guardian's Initials _____ Date _____

(APPLICANT AND BOTH PARENTS AND ALL LEGAL GUARDIANS MUST INITIAL ABOVE)

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_____ one of two parents or one of (insert total number) _____ guardians of the minor with full authority to agree to this Release and these representations instead of the parent(s). Additional signature pages are attached if there are more than two guardians of the minor.

#2 Parent or Legal Guardian's Signature

Date

#2 Parent or Legal Guardian's Printed Name

Witness Signature

STATE OF _____ §

§

COUNTY OF _____ §

§

SUBSCRIBED AND SWORN to at _____ before me this _____ day of _____, A.D. 20 ____.

Notary Public in and for the

State of _____

My Commission Expires: _____

Applicant's Initials _____ Parent or Legal Guardian's Initials _____ Parent or Legal Guardian's Initials _____ Date _____

(APPLICANT AND BOTH PARENTS AND ALL LEGAL GUARDIANS MUST INITIAL ABOVE)