

WAIVER AND RELEASE OF LIABILITY, INDEMNITY AGREEMENT, AND ASSUMPTION OF RISK

WARNING: READ CAREFULLY. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE SILVER VALLEY MX PARK, L.L.C., THE OWNERS, MEMBERS, MANAGERS, OR ORGANIZERS OF SILVER VALLEY MX PARK, L.L.C., OR THE OWNERS OF ANY REAL PROPERTY WHERE SILVER VALLEY MX PARK, L.L.C. IS LOCATED. THIS WAIVER AND RELEASE APPLIES TO ALL PERSONS, ENTITIES, OR THE HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, OR SUCCESSORS OF THE PERSONS OR ENTITIES REFERRED TO HEREIN. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

In consideration of Silver Valley MX Park, L.L.C. (hereinafter referred to as "SVMX Park") allowing me to participate in any and all recreational activities or events in which SVMX Park are in any way involved (the "Activities") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Indemnity Agreement, and Assumption of Risk (the "Agreement"):

1. I hereby represent that I am in good health and in proper physical condition to participate in the Activities, and I am not under the influence of alcohol or any illicit or prescription drugs or medications which would in any way impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
2. I understand and acknowledge the physical and mental rigors associated with the Activities are inherently dangerous and represent an extreme test of a person's physical and mental limits and condition. I understand that participation in the Activities involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles, or natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions existing on the property where the Activities take place; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the organizers of the Activities; and other undefined risks and dangers which may not be readily foreseeable or are presently unknown (the "Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activities, or the acts, inactions, or negligence of the Released Parties. I hereby expressly assume all such Risks and responsibility for any damages, injuries, liabilities, losses, or expenses which I incur as a result of my participation in the Activities.
3. I agree to be familiar with and to abide by all rules and regulations established for the Activities in which I participate. I also accept sole responsibility for my own conduct and actions while participating in these Activities and the condition and adequacy of any equipment that I might own and supply in conjunction with those Activities. I understand that I must follow the rules listed in this section along with all rules posted on the property or instructed, whether verbally or in writing, by any employee, owner, manager, or anyone else affiliated with SVMX Park. I understand the rules listed here are not an exhaustive list and that I am responsible for becoming familiar with all rules of SVMX Park.

RULES:

- a. All riders and spectators 18 years of age or older must sign this document at each visit
- b. All riders and spectators under the age of 18 years old must have a parent or guardian present to sign this document on their behalf at each visit. If a minor is present without a parent or guardian, then they must bring in a notarized copy of this document signed by their parent or legal guardian.
- c. No alcohol or illicit drugs on the premises
- d. You must not be under the influence of any alcohol or illicit drugs
- e. No fighting
- f. Must maintain good sportsmanship at all times
- g. No riding before or after SVMX Park hours of operation
- h. No riding after dark
- i. No bad language
- j. All persons must stay off the track when equipment is in use or gates are closed
- k. All pets must be on a leash
- l. You must clean up after yourself. Do not leave trash on or around the track or parking area
- m. No pit racing, use 1st gear when riding your bike to and from the track
- n. Riders must obey all caution flags or SVMX Park personnel instruction while practicing or racing
- o. Safety gear must be worn at all times while on the track

Required safety gear:

Helmet Goggles Gloves Over Ankle Boots Long Sleeve Shirt Long Pants

You are subject to being denied admission or ejected from the premises for violating any 1 or more of SVMX Park's rules or regulations.

4. I hereby release, waiver, and covenant not to sue, and further agree to indemnify, defend and hold harmless the Released Parties, together with the organizers, promoters, sponsors, advertisers, hosts, venue and property owners upon which the Activities take place, law enforcement agencies and other public entities providing support for the Activities, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers, with respect to any liability, injuries claims, demands, causes of action, damages, loss or expense, including court costs and reasonable attorney's fees of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Activities, including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, make a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such a claim.
5. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representation, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

NAME OF PARTICIPANT (PRINT): _____ **AGE:** _____ **DATE OF BIRTH:** ____/____/____ **SIGNATURE OF PARTICIPANT:** _____ **DATE:** _____

Parental Consent (required if the participant is less than 18 years of age) As the parent or legal guardian to the minor identified above, I hereby accept and agree to all of the terms and conditions of this Agreement on behalf of the minor in connection with the minor's participation in the Activities. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim. I understand that each and every term in this Agreement not only applies to me, but also applies to the minor for whom I am signing this document for.

MINOR FORM (UNDER 18 MUST FILL OUT BOTTOM PORTION)

NAME OF PARENT/LEGAL GUARDIAN (PRINT): _____
AGE: _____ **DATE OF BIRTH:** ____/____/____
SIGNATURE OF PARENT/LEGAL GUARDIAN: _____ **DATE:** _____

If parent or legal guardian are not present:

Notary Public (print): _____ My commission Expires: _____ Notary Signature: _____

Date: _____ Seal: _____

Minor's Consent: I have obtained my parent or guardian's consent to participate in the Activities at SVMX Park. I understand that I am assuming all of the risks if I get hurt during the Activities and I state the following:

1. Both my parent or legal guardian and I believe I am qualified to participate in the Activities. I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the Activities.
2. I understand that the Activities are very dangerous and involve risks and dangers of my being seriously injured or hurt, my being paralyzed or killed.
3. I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the rules of SVMX Park, the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the Activities.
4. I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

NAME OF MINOR PARTICIPANT (PRINT): _____ AGE: ____ DATE OF BIRTH: ____/____/____