

ANNUAL ADULT WAIVER 2021

INFORMED CONSENT, WAIVER AND LIABILITY RELEASE AGREEMENT FOR MOUNTAIN WEST MX PARK.

I the undersigned participant/rider/spectator, being at least 18 years of age and of my own free will and choice and in consideration of usage of Mountain West MX Park facilities, do hereby voluntarily agree to this waiver and release and hereby forever give-up all my rights to sue or make any claim whatsoever against Mountain West MX Park for any and all events, races and/or practice sessions. I also hereby forever give-up all my rights to sue or make any claim whatsoever against any of Mountain West MX Park members, owners, employees, volunteers and officers and any of its' member clubs, promoters, employees, and officers, and any and all persons, companies, clubs, organizations, companies or corporations conducting or connected with the event/race/practice in any way for any injury or death to person or injury to property I may suffer, including, but not limited to, minor injury, serious injury, crippling injury or death, whether such arises while I am preparing for or participating in the event/race/practice, or as a spectator at the event/race/practice or while I am upon Mountain West MX Park's premises.

I know the risks to myself and my property while participating in the event/race/practice, or as spectator at the event/race/practice and being upon the event/race/practice premises and relying upon my own my own judgment and ability I assume all such risks and agree to hold to hold harmless all persons, groups, clubs, organizations, companies and corporations above mentioned for any injury or death I or my property may receive.

I recognize the use of off-highway vehicles involves a high degree of physical activity and carries a risk of personal injury or property damage. I further recognize there are natural and manmade hazards, environmental conditions, disease and other risks that is combination with my action(s) or actions of others can cause injury to me or damage to property. I do hereby agree to assume all risks that may be associated with or may result from my participation at Mountain West MX Park, including, but not limited to actual course activities or while using the parking lots, buildings or access paths. I also recognize the use of off-highway vehicles may involve moderate to strenuous physical activity and may cause physical and/or emotional distress to participants. I state that I am free from any known health problems that could prevent me from safely participating in any of the activities, I certify that I have medical insurance or otherwise agree to be personally responsible for costs of any emergency or other medical care that I receive. I agree to release Mountain West MX Park and its agencies, departments, officers, employees, agents, and volunteers from the cost of any medical care the participant receives as a result of usage of Mountain West MX Park. Further I agree to reimburse all costs to those persons, organizations, clubs, companies or corporations for damages or cost incurred that I have caused or that I may receive.

I further agree to release Mountain West MX Park and its agencies, departments, officers, employees, agents, and volunteers from all liability, claims, demands, breach of warranty, negligence, actions and causes of actions whatsoever for any loss, claim, injury, illness, attorney fees or harm of any kind or nature to me arising out of participants usage of facilities. This release to any claim made by family, estate, heirs or assigns arising from or any way connected with the aforementioned activates.

Consent is expressly given, in the event of injury, for any emergency aid, anesthesia and aid and/or operation, if in the opinion of the attending physician, such treatment is necessary.

All riders will be courteous and refrain from intentional damage, harm, horseplay, or unsafe riding practices of any kind and comply with all track & safety rules and their conditions. I further agree to be courteous to Mountain West MX Park's neighbors and maintain speed limits while driving to and from Mountain West MX Park.

I, above named Participant/rider/spectator, have read the above Liability Release, understand and agree to it. I further knowledge and assume the liability for my actions and the actions of others as set forth above. Further I state that all information I have entered on this form is true and correct.

***REQUIRED**

***First Name:** _____ ***Last Name:** _____

***Email Address:** _____ ***Phone Number:** _____

***Signature:** _____ ***Date:** _____