



Rider Release and Disclaimer

MOTORCYCLE RIDING IS DANGEROUS

The undersigned agrees to the following terms and conditions, and makes the following representations:

I understand that there are risks and hazards inherent in the operation of any motorcycle. I assume and acknowledge all risks, hazards, and dangers associated with my participation in the rider training or use of any motorcycles through Michigan Moto Rentals ("MMR"). I acknowledge that when using any motorcycles or other equipment, I must remain aware of the weather, visibility, objects, track conditions, debris, and other persons and vehicles, all of which can pose unexpected hazards. **I UNDERSTAND THAT I AM PARTICIPATING IN AND SUBJECTING OTHERS TO AN ACTIVITY THAT IS DANGEROUS AND CAN CAUSE SERIOUS INJURY AND DEATH.**

I agree at all times to operate the motorcycle I am provided or use for the training or rental in a safe and legal manner. I agree to comply with all applicable track rules while operating the motorcycle. I agree to wear the proper safety equipment provided by MMR which will include: helmet (which Federal Motor Vehicle Safety Standards), gloves, boots, eye protection, long sleeves and long pants, and to use these items at all times while operating the motorcycle.

I agree that if I believe I am riding in a situation that is unsafe or beyond my abilities, or I am provided instructions or direction that I deem unsafe or beyond my abilities, whether such instructions or directions are provided expressly, by inference or impliedly, or that I determine that conditions are unsafe to use the motorcycle or other equipment, that I will stop operating the motorcycle or other equipment until such time as I deem in my sole discretion that its use is safe.

I will not be using the motorcycles or other equipment while under the influence of any alcohol or any drugs/medication that may cause me to experience any condition that makes me less alert, slows my reaction time or impairs my judgment. The undersigned acknowledges that it is illegal to operate any motorcycles while under the influence of alcohol or mind-altering drugs. The undersigned agrees to accept sole responsibility for any and all fines and damages arising from the operation of the motorcycle under the influence of alcohol and/or drugs. I confirm that I have no disability, illness or condition (whether permanent, temporary or otherwise) which is likely to prejudicially affect my control of a motorcycle and/or represent a danger to myself or other persons.

I understand that the rides will include off-road riding. I understand that the route I am traveling, though likely familiar to my trainer, will not have been inspected prior to my ride, and that there is a risk of hazards including but not limited to rocks, holes, ruts, mud, sand, and debris and other than following instructions of riding instructors or guides that I deem safe, I will ride in a manner that can anticipate unexpected hazards so as to ride safely.

I agree to comply with all instructions (which I deem safe) and safety procedures as given by riding instructors and which may include such items as speed limits, access, prohibited locations, and the wearing of proper safety equipment. I agree that even if my trainer is riding beyond a speed that I deem improper, I will ride at a speed that I deem safe. I agree that if my session includes off-road training that off-road riding outside of the rider training is not allowed. I agree that prior to riding I will have attended, and understand the material covered in the riders meeting/briefing. Including safety instructions, hand signals, and all potential hazards associated with this activity whether or not the hazards are specifically mentioned at a riders meeting/briefing.

I acknowledge that motorcycles being provided by Michigan Moto Rentals for use during the rider training or rental have been operated in the past. I agree I will be responsible for inspection of the motorcycle before each and every ride. I acknowledge that I have examined the loaned motorcycle to confirm that it is in a safe operating condition. I agree that if I have any concerns about the ability for the motorcycle to be operated safely, I will refrain from the use of the motorcycle and will inform my guide about any reasons for concerns about the safety of the motorcycle and I will not continue to ride until I have determined in my sole discretion that it is safe to ride.

I agree to pay Michigan Moto Rentals ("MMR") the cost of replacing lost equipment and the cost of repairing damages, in addition to lost revenue for the period said equipment or facilities are out of service, and any collection cost and attorney fees necessary to secure reimbursement. I agree to return the equipment and facilities in the same condition in which I received it, normal wear and tear excepted.

I voluntarily ASSUME ALL RISK OF ACCIDENT OR DAMAGE TO MY PERSON OR PROPERTY, INCLUDING DEATH, which may be incurred from or be connected in any manner with my use or operation of the motorcycles, other equipment or facilities (such as lodging) made available to me. To the furthest extent available under the law, I HEREBY RELEASE MMR and Martin MX Park, its respective agents, owners, employees and subcontractors, parent companies, subsidiaries and affiliates, whether past, present or future, and any other equipment and property owners (collectively "Released Parties"), FROM ALL CLAIMS, DEMANDS, ACTIONS AND FROM ALL LIABILITY FOR DAMAGE, LOSS OR INJURY, INCLUDING DEATH (of whatever kind, nature or description) that may arise out of, or I may sustain, IN CONNECTION WITH MY USE, OPERATION, OR RENTAL of the motorcycles, other equipment or facilities provided for my use. I FURTHER AGREE, TO THE FURTHEST EXTENT AVAILABLE UNDER THE LAW, TO INDEMNIFY AND HOLD HARMLESS the Released Parties from all claims, demands actions, causes or actions, including attorneys' fees, expenses and costs, of myself or of third parties (of whatever kind, nature or description), which may arise out of, or in manner connected with, or caused by my use or the use of the motorcycles, other equipment or facilities provided to me or to my child or guarded minor



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minor (if parent or guardian signing below), or operation, use or rental of the motorcycles, other equipment or facilities. This release and indemnification obligation shall be binding upon my heirs, administrators, executors and assigns.

Each representation or promise I make in this Agreement for myself, I am also making on behalf of any child or guarded minor for whom I am signing this form, and I represent I have the authority to make these representations on behalf of the child or guarded minor, and to make any decisions regarding medical care for the child or guarded minor. It is agreed that if I, a child or guarded minor asserts a claim (whether directly or through a 3rd party) and whether or not this Agreement defeats all or part of the claim, that I will be personally liable for all attorney fees incurred in defending the claim and all damages that are deemed recoverable by the child or guarded minor.

Any dispute or claim will be resolved exclusively in a federal or state court in the State of Michigan with application of Michigan law without giving effect to any choice or conflict of law provision or rule. I waive, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

In regard to the subject matter of this Agreement, it is agreed there are no agreements or representations other than as stated in this Agreement, and any contrary verbal representations shall not be relied upon. This Agreement cannot be amended by anyone other than in writing by a member of MMR and any cross outs or notations in this document, including this sentence, will be deemed stricken and of no effect. It is agreed that MMR and Martin MX Park has the right to rely on my representations regardless of information obtained by it or disclosed by me or others to the contrary. I understand that signing this document is a condition for participating in any services provided by MMR and/or Martin MX Park, and that receipt of any of the services, in whole or part, is sufficient consideration for my agreement to the terms in this document.

I agree that Michigan Moto Rentals and Martin MX Park may use my name, image and quotes in marketing or other advertising materials without any compensation to me.

I agree that I can read and understand the English language, and that if there is any terminology or legal concepts in this document that I do not fully understand, that I have had this document reviewed by an attorney or I have voluntarily waived that opportunity.

I acknowledge and agree that riding motorcycles/dirt bikes are dangerous and that participation in any of these activities is at my own risk, and this release disclaimer covers me and any child or guarded minor for whom I am signing for my duration at the Michigan Moto Rentals and/or Martin MX Park.

I AGREE THAT I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS AND THAT ALL REPRESENTATIONS ARE TRUE.

Signature of Renter

Printed Name of Renter

Renters Driver's License Number

ADDRESS OF PARTICIPANT

DATE

READ CAREFULLY THIS IS A RELEASE

(O/R)

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Michigan Moto Rentals - 3009 Pasadena st Kalamazoo, MI

Charter Name, Location, and Sanction #

Event Date (s)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREAS(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree that:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).

2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.

3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, motorcycle owners, riders, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

5. If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. In the event that I sustain any injury while in any Restricted Areas that any rescue personnel or medical personnel may release such medical information about my condition to representatives of the promoter, sanctioning organization, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers.

7. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

FATHER OR GUARDIAN (PRINT + SIGN NAME)

NAME OF PARTICIPANT (PRINT)

MOTHER OR GUARDIAN (PRINT + SIGN NAME)

WITNESS

STREET:

CITY:

STATE:

ZIP:

PLEASE SIGN MINOR'S ASSUMPTION OF RISK FORM ON BACK

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

Michigan Moto Rentals - 3009 Pasadena St Kalamazoo, MI

CHARTER NAME, LOCATION, AND SANCTION #

EVENT DATE (S)

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s) and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). 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 event(s).
2. I understand that the ACTIVITIES OF THE EVENT 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 event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS