

Stokes Gulch Moto-X

37805 Routt County Road 53, Hayden, CO (2.5 miles south of Hayden)

FEES (CIRCLE ONE): \$50 MOTO-X SEASON PASS \$110 FAMILY YEAR ROUND PASS

METHOD OF PAYMENT: CASH _____ CHECK # _____ AMOUNT ENCLOSED \$ _____

A REGISTRATION FORM MUST BE FILLED OUT FOR EACH RIDER

PARTICIPANT NAME _____
(FIRST) (LAST)

ADDRESS _____
PO BOX STREET CITY STATE ZIP CODE

PHONE #1 _____ PHONE #2 _____ E-MAIL ADDRESS _____
(HOME) (CELL/OTHER)

GENDER (CIRCLE ONE): M F DATE OF BIRTH _____ AGE _____

PARTICIPANT HEALTH CONCERNS: _____

PARENT/GUARDIAN INFORMATION (IF RIDER IS UNDER 18):

NAME _____ PHONE #1 _____ PHONE #2 _____
(FIRST) (LAST) (HOME) (CELL/OTHER)

ADDRESS _____
PO BOX STREET CITY STATE ZIP CODE

E-MAIL ADDRESS _____

IN-KIND DONATED LABOR OR MATERIALS IS GREATLY APPRECIATED! IF YOU CAN HELP, PLEASE CONTACT TOWN HALL

RELEASE AND WAIVER LIABILITY AND INDEMNITY AGREEMENT

I, the undersigned, for myself and my heirs, representatives and assigns do hereby release and forever discharge the Stokes Gulch Motocross Track (SGMX) and any other person, firm, or their heirs, representatives, and assigns, from any and all claims, damages, costs, expenses, loss of service, actions and causes of action arising from any act or occurrences, and particularly on account of all personal injury, disability, property damage, loss, or damage of any kind that I may hereafter sustain as a result of using the SGMX track and/or facilities or participating in any event named as SGMX sanctioned. I fully understand the nature and risk of the activities to be conducted at the SGMX track and facilities, and acknowledge the hazards of said activities and voluntarily assume the risk of injury to my person, property, or property of others.

NOTE: Your membership does NOT in any way include or guarantee any insurance coverage of any kind. Insurance, if any, provided by SGMX, may be increased, decreased, cancelled, or changed in any way by SGMX at any time at its sole discretion.

NOTICE: IF APPLICANT IS UNDER 18 YEARS OF AGE, THIS FORM MUST BE SIGNED BY HIS OR HER PARENT OR GUARDIAN.

Participant's Signature _____ Date _____

Parent/Guardian's Signature _____ Date _____

Membership # (office use only) – _____

I have read and understand the Liability Waiver on the back _____ (Initial)

Stokes Gulch Moto-X Participation Agreement Indemnification Clause and Liability Waiver Form

(This document affects your legal rights. You must read and understand it before initializing and signing it.)

ACTIVITIES PARTICIPANT MAY TAKE PART IN: Motocross, Motorcycle Racing, Motorcycle Riding, Trail Riding, and Spectating. (Hereinafter the "Participation Activities")

Activities NOT Allowed by Parent, Guardian, or otherwise _____

I, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named Participant who is under age 18, in consideration of the services and use of premises provided by Stokes Gulch Moto-X ("SGMX"), and the right to engage in the Participation Activities as a participant and/or volunteer, as well as other valuable consideration received, hereby acknowledge, agree, promise and covenant with SGMX, its partners, agents and employees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage and bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks could include but are in no way limited to the following: 1) The risks which are inherent in the participation activities include but not limited to falling, coming in contact with the ground, ramps, curbs, steps, inclines, declines, bowls, towers, walls, jumps, sliders, kickers, other structures and devices, other equipment or persons; 2) The acts or omissions or negligence in any degree of SGMX, or any of its partners, agents, or employees (collectively the "Released Parties"); 3) Latent or apparent defects or conditions in equipment or property supplied by SGMX; 4) My own physical condition and skill level or my own acts or omissions.; 5) The condition of any track, ramp, rail, starting dock, obstacle, wall, jump, etc., and accidents connected with their use; 6) First aid, emergency treatment or other services rendered by SGMX or others; 7) Consumption of any food or drink, whether or not provided by SGMX or others, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated any also result in injury, death, illness, disease or damage to myself or to my property or to other parties and their property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary and no one is forcing me to participate in spite of the risks.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS:

I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to SGMX and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

PHOTO & VIDEO RELEASE: I, for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant SGMX, its successors and assignees the right to record my likeness and /or voice on tape, film, or videotape, to edit such tape, file or videotape at our discretion; to incorporate the same into motion picture or television or radio commercial for SGMX; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection therewith including promotion in all media. I hereby release you and anyone using said film, videotape, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

RELEASE: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liabilities, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including, but not specifically limited to any and all negligence, fault, or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER AGREE, PROMISE, AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities. I FURTHER AGREE, PROMISE, AND COVENANT NOT TO USE, ASSERT, OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by other parties.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM TO FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. This agreement shall be binding upon the heirs, legal representatives, executors and administrators of the participant and is for the benefit of the Released Parties, SGMX and their heirs, successors and assigns. **ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT:** I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts of omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities. **INDEMNIFICATION:** Each of the undersigned individuals wants to use the facilities, premises and motocross track located 37805 Routt County Road 53 and is doing so entirely upon his or her own initiative, risk and responsibility. Furthermore, he or she is aware of the risks and hazards inherent upon the use of the SGMX facilities. Therefore, in consideration of the use of the SGMX facilities, premises and motocross track whether with or without charge, each of the undersigned individuals and/or representative of and on behalf of his or her spouse, child, or ward, hereby releases, waives, discharges and covenants not to sue SGMX and/or the agents, officers, servants and employees of all of SGMX from any liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including fatal injury, associated with the use of the SGMX facilities, premises and/or motocross track.

INDEMNITY REGARDING USE OF SGMX FACILITIES, PREMISES AND MOTOCROSS TRACK: To the extent permitted by law, customer or participant agrees to indemnify, hold harmless, and defend SGMX, and all other businesses, persons or entities on premises from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which SGMX or any business on premises may suffer or incur in connection with use or misuse of any part of the property. This release shall be binding upon the spouse, heirs, next of kin, executors, and administrators of each of the undersigned.

RULES AND REGULATIONS: RULES INCLUDE BUT ARE IN NO WAY LIMITED TO THE FOLLOWING:

1. A rider under 18 years of age must be accompanied by an adult.
2. A cell phone will be available on site at all times for emergencies.
3. The Club will be responsible for site clean-up.
4. A sign with general rules will be posted on site.
5. No bike repairs will be performed on site.
6. Dust mitigation measures will be implemented during dirt bike operations.
7. The track facility is open year-round.
8. A maximum of 10 bikes will be allowed on the track at any one time.
9. Special events will be limited to one or two events per year.
10. Persons may not participate in activities unless they have a signed liability waiver on file with SGMX. If a participant is under age 18, their parent or legal guardian must sign this document (there are no exceptions to this rule).
11. Participants will not be allowed to enter or remain in the SGMX premises unless they are wearing full appropriate protective and safety gear for the activities in which they are participating.
12. Participants must wear a helmet, boots, goggles and gloves and other customary protective gear while participating in the participation activities
13. Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons.
14. Participants may engage in activities in designated areas only.
15. Participants must obey the safety instructions of SGMX & representatives at all times.
16. Participants may only participate in the Participation Activities they have designated on the first page of this agreement.
17. Fighting or other aggressive or disruptive behavior will result in ejection from the SGMX premises.
18. Smoking is only allowed in designated areas.
19. No illegal drugs are allowed on the SGMX premises.
20. Alcohol may not be consumed on the SGMX premises.
21. Alcohol may not be consumed prior to or during participation in any sporting activity.
22. Equipment or gear not required for participation in the Participation Activities and any other items must be stored in locations outside the Participation Activities locations.
23. Membership pass must be in view in the transport vehicle at all times. All bikes must be transported to the site, no exceptions; it is illegal to access this site without proper vehicle transportation to and from the site.
24. No profanity or vulgar language is permitted on the SGMX premises.
25. No weapons are allowed on the SGMX premises.
26. No pets other than dogs on leashes are allowed on the SGMX premises.
27. No contests of any sort are allowed on the SGMX premises unless organized and run by SGMX or other authorized persons.
28. Safeguard your valuables and possessions at all times. SGMX is not responsible for lost and stolen items.
29. Participants must obey all posted rules.
30. Violations of rules may result in ejection from the SGMX premises and cancellation of all tickets, passes, and memberships without refund.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply.

ENTIRE AGREEMENT: I understand that this is the entire agreement between SGMX and me, that it is for the benefit of the Released Parties, and that it cannot be modified or changed in any way by the representations or statements of SGMX or any employee or agent of SGMX or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time: I agree to follow any and all instructions of SGMX property including, but not limited to the no drug/no alcohol policy while using our sporting facilities; I am in good health, suffering from no physical disabilities which may impair my capabilities. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the Participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant.

DO NOT sign this if you do not understand the contents of the Agreement or have not read the entire Liability Waiver Form.

Participant's Signature: _____ **Date:** _____ / _____ / _____

Printed Name _____

Parent or/Guardian's Signature: _____ **Date:** _____ / _____ / _____

Printed Name _____