

## **PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of WTP Motorsports LLC, Inc, their agents, owners, officers, volunteers, personnel, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WTPM"), I hereby agree to release, indemnify, and discharge WTPM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Motocross Track Practice and Go Kart Track Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; accidents involving vehicles or other dirt bikes; collision with fixed or movable objects; the possibility of rough terrain; drivers may be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other riders, equipment, or other objects; the condition of the track; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; further, riders can be thrown off their machine which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WTPM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WTPM's equipment or facilities, **including any such claims which allege negligent acts or omissions of WTPM.**
4. Should WTPM or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against WTPM, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.
7. The undersigned waives the protection afforded by any statute or law in a jurisdiction whose purpose, substance, cause, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides: A general release does not extend to claims that the creditor or releasing party does not know or suspect exist in his or her favor at the time of the executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WTPM on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at WTPM. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of the following minor(s): (print name(s) and DOB(s)) \_\_\_\_\_

being permitted by **WTPM** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **WTPM** from any and all claims which are brought by, or on behalf of, minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_