



HIGH LEVEL MOTOCROSS ASSOCIATION

**DAY USE PASS
APPLICATION**

\$20.00/day

Date: _____

FIRST NAME: _____ INITIAL: _____ LAST NAME: _____
ADDRESS: _____
CITY: _____ PROVINCE: _____ POSTAL CODE: _____
DATE OF BIRTH: _____ AGE: _____
EMAIL ADDRESS: _____ HOME PHONE: _____
WORK PHONE: _____ CELL PHONE: _____

MOTORCYCLE – Make: _____ Model: _____ Year: _____
ATV – Make: _____ Model: _____ Year: _____

PASS VALID ONLY ON DATE LISTED ABOVE

Pass Approved By: _____

A RELEASE FORM MUST ACOMPANY THIS APPLICATION



HIGH LEVEL MOTOCROSS ASSOCIATION

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

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representative, heirs, and next of kin:

- 1) Acknowledge, agrees, and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS which he or she enters and he or she further agrees and warrants that, if at any time, he or she is in or about RESTRICTED AREAS and he or she feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
- 2) HEARBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, the High Level Motocross Association, or any subdivision thereof, track operators, track owners, officials, bike owners, drivers, pit crews, rescue personnel, and any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) from each of them, their directors, officers, agents and employees, all for the purpose herein and after referred to as "Releasees", FROM ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OR THE RELEASEES OR OTHERWISE.
- 3) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 4) HEARBY ASSUMES FULL RESPONSIBILLITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- 5) HEARBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE RESCUE OPERATIONS OR PROCEDURE OF THE RELEASEES.
- 6) HEARBY agrees that this Release and Waiver of liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANCIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARY WITHOUT INDUCEMENT, ASSURANCE, OR GUARENTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME HERE

SIGN NAME HERE

DATE

I HAVE READ AND UNDERSTAND THIS RELEASE



HIGH LEVEL MOTOCROSS ASSOCIATION

**RIDERS UNDER 18 MUST HAVE PARENTS OR GUARDIANS COMPLETE AND SIGN BELOW
MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION of being allowed to participate in any way in the motor sport event or activity indicated above and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

- 1) The parent(s) and/or guardian(s) will instruct the minor participant that prior to participating in the above motor sport activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything unsafe, the participant should immediately advise the officials of such condition and refuse to participate.
- 2) I/We fully understand and acknowledge that:
 - a) There are risks and dangers associated with participation in motor sport events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
 - b) The social and economic losses and/or damages, which could result from those risks and dangers described above.
 - c) These risks and dangers may be caused by the action, inaction or negligence of the participant of the action, inaction or negligence of others, including, but not limited to, the "Releasees named below".
 - d) There may be other risks not known to us or are not reasonably foreseeable at this time.
- 3) I/We accept and assume such risks and reasonability for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named below.
- 4) I/WE RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, the High Level Motocross Association, or any subdivision thereof, track promoters, track owners, officials, bike owners, riders pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of the premises used to conduct the event(s) and each of them, their officers, agents and employees, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to the property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
- 5) On behalf the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If despite this release, the participant makes a claim against any of the "Releasees" the parent(s) and/or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARY WITHOUT INDUCEMENT.

Name of Minor

Printed Name of Parent or Guardian

Parent or Guardian Signature

Date

I HAVE READ AND UNDERSTAND THIS RELEASE