

Thunder Valley Motocross Park
Membership Application
Colorado Motorsports Promotions LLC

I hereby apply for membership to Thunder Valley Motocross for: Myself My child (circle one)

Rider name (print) _____ Email _____

Date of birth _____ (Month, Day, & Year)

Address (street & number) _____

City _____ State _____ Zip _____

Phone () _____ Email _____

Emergency contact _____

Emergency contact Phone _____

I understand that Thunder Valley Motorcycle Park and its owner/operator is providing NO INSURANCE COVERAGE.

I understand that track(s) configuration will change and track conditions will change and that it is my responsibility to ascertain and ride the track in the proper direction without creating danger to myself and, or others by going the wrong way on the track.

I understand that there will not be an ambulance or qualified first aid personnel on the premises except at sanctioned races.

I understand that there will not be yellow flaggers of any kind on the track, except at sanctioned races.

I understand that I am responsible for my, and/or my child(ren)s safe condition of equipment.

I and / or my child hereby agree to abide by all rules, regulations and procedures as set forth in this application and as may be instituted by Thunder Valley in the future.

I have read and understand the release and assumption of risk documents attached hereto as Exhibit A, (B, and C for minors), before signing them and am not relying on any verbal representations in connections with my decision to sign, join, or apply for membership.

X Signature of Parent or Guardian (if minor) _____
(if under 18 parent or guardian must sign also)

X Signature of applicant _____ Date _____

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to enter for any purpose and RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work, for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area of areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR 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), THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS OFFICERS, AGENTS AND EMPLOYERS, OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his/her personal representatives, assigns, heir, 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, whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purposes participating in the EVENT(S).

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and their insurance carriers and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S).

Each of THE UNDERSIGNED also expressly" acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES". EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

PRINT NAME HERE

SIGN NAME HERE

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

SIGNATURE & TITLE OF WITNESS

DATE RELEASE SIGNED

LOCATION OF EVENT