

LIABILITY WAIVER AND INDEMNIFICATION AGREEMENT

RELEASED PARTIES: Diamond State Moto Complex, LLC, together with its owners, members, managers, agents, employees, vendors, and other affiliates.

PARTICIPANT: _____

In consideration for being permitted to engage in motocross activities including, without limitation, competition, racing, training, practice, and other activities, including observation of motocross activities and camping, on certain real property owned by the Released Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, on behalf of myself, my heirs, successors and assigns (or, if the participant on whose behalf this waiver is being executed is under the age of eighteen years of age, the undersigned, as parent or legal guardian of and on behalf of such minor child and his or her heirs, successors and assigns), hereby **WAIVES, RELEASES and DISCHARGES** the Released Parties from any and all damages, loss, injury, or liability which may be sustained by me (or by the minor child) while in, on, or upon the real property (including any improvements thereon) owned by the Released Parties, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, ANY OF THEIR AGENTS OR EMPLOYEES, OR ANY OTHER THIRD PARTY.**

I (or the minor child) further hereby agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including court costs and attorneys' fees that Released Parties may incur due to my (or the minor child's) participation said outdoor and related activities, whether caused by negligence of the Released Parties or otherwise, to the fullest extent allowed by law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND THAT I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGALLY BINDING RELEASE OF LIABILITY AND THAT I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER OR AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR ON WHOSE BEHALF THIS WAIVER IS BEING EXECUTED.

In the event that I (or the minor child) require medical care or treatment as a result of any activities contemplated by this Agreement, I agree to be financially responsible for any costs incurred for such treatment.

Participant:

Printed Name

Signature

Parent or Legal Guardian (if under 18):

Printed Name

Signature