

PARENTAL, ADULT &/or CHILD CONSENT, RELEASE & WAIVER OF LIABILITY, AGREEMENT.

IN CONSIDERATION OF MYSELF (PARENT OR GUARDIAN) AND/OR ANY MINOR CHILD/CHILDREN, OF AT LEAST 7 YRS OF AGE IN MY CHARGE BEING PERMITTED TO PARTICIPATE IN ANY WAY IN THE MBRA LEAGUES AND OR THEIR EVENT(S) AND/OR BEING PERMITTED TO ENTER FOR ANY PURPOSE, "MEMBERS ONLY AREA(S)" DEFINED TO BE ANY AREA WHICH REQUIRES SPECIAL AUTHORIZATION, CREDENTIALS OR PERMISSION TO ENTER TO WHICH ADMISSION BY THE GENERAL PUBLIC IS RESTRICTED OR PROHIBITED, I AGREE THAT:

1). I KNOW THE NATURE OF THE LEAGUE AND THEIR EVENT (S) AND ANY MINOR'S EXPERIENCE AND CAPABILITIES IN MY CHARGE AND BELIEVE THAT I AND THOSE MINOR/S TO BE QUALIFIED TO PARTICIPATE IN LEAGUE EVENT(S) WITH MY GUIDANCE. I WILL INSPECT THE RULES, PREMISES, FACILITIES, AND EQUIPMENT TO BE USED OR WITH WHICH WE MAY COME IN CONTACT. IF I BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR/S TO IMMEDIATELY LEAVE THE AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S) AND/OR LEAGUE.

2. I FULLY UNDERSTAND FOR MYSELF AND WILL INSTRUCT ANY MINOR IN MY CHARGE THAT:

(A) THE ACTIVITIES OF THE LEAGUE(S) CAN BE VERY DANGEROUS AND PARTICIPATION IN SUCH AND/ OR ENTRY INTO MEMBER RIDING AREAS AND OR EVENTS, INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND EVEN DEATH (" RISKS ");

(B) THESE RISKS AND DANGERS MAY BE CAUSED BY THE MINOR'S OWN ACTIONS, OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING OR HOSTING THE EVENT(S), THE RULES OF THE EVENT(S), THE CONDITION AND LAYOUT OF THE PREMISES AND EQUIPMENT , OR THE NEGLIGENCE OF THE " MBRA AND OR ITS MEMBERS OR AFFILIATES "

(C) THERE MAY BE OTHER RISKS NOT KNOWN TO MBRA OR ITS DIRECTORS THAT ARE NOT READILY FORESEEABLE AT THIS TIME AND ASSUMED AS ADDITIONAL RISKS "UNKNOWN" AT THIS TIME;

(D) THE SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES THAT COULD RESULT FROM THOSE RISKS COULD BE SEVERE AND COULD PERMANENTLY CHANGE ME OR MY MINOR'S FUTURE.

3. I CONSENT TO THE PARTICIPATION IN THE LEAGUE AND/OR EVENT(S) AND/OR ENTRY INTO MEMBER AREAS AND HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE " RELEASEES " NAMED HEREIN.

4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO HOLD RESPONSIBLE, THE MBRA, PROMOTERS, PARTICIPANTS, RACING ASSOCIATIONS, SANCTIONING ORGANIZATIONS OR ANY SUBDIVISION THEREOF, TRACK OPERATORS, TRACK OWNERS, OFFICIALS, BUGGY OWNERS, DRIVERS, PIT CREWS, RESCUE PERSONNEL, ANY PERSONS IN ANY RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, UNDERWRITERS, CONSULTANTS AND OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS OR ADVICE OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE LEAGUES OR EVENT(S) AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS " RELEASEES " , FROM ALL LIABILITY TO ME, AND/OR THE MINOR, AND PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE " RELEASEES " OR OTHERWISE.

5. IF, DESPITE, THIS RELEASE, I, AND/OR THE MINOR OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE " RELEASEES " NAMED HEREIN, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE " RELEASEES " FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCURE DUE TO THE CLAIM MADE AGAINST ANY OF THE " RELEASEES " NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. IN ACKNOWLEDGING OF THE ABOVE RISKS, WE AGREE TO WEAR SAFETY RESTRAINTS (SEATBELTS), HELMETS, EYE PROTECTION AND AN ACCEPTABLE FORM OF ARM RESTRAINT AS LISTED IN THE CURRENT MBRA GUIDE BOOK, AT ALL TIMES WHILE PARTICIPATING IN SUCH EVENT/EVENTS AND UNDERSTAND THAT WE WILL BE ASKED TO LEAVE IMMEDIATELY IF THE MBRA AND/OR ITS APPOINTED OFFICERS FEEL THAT WE ARE AT RISK DUE TO A LACK OF OR, IMPROPER USE OF, SAFETY EQUIPMENT AND/OR ADHERANCE TO THE MBRA RULES.

I ALSO UNDERSTAND THAT AS AN MBRA MEMBER, I AM REQUIRED TO FOLLOW ALL DIRECTIONS GIVEN TO ME OR THOSE IN MY CHARGE, EITHER WRITTEN OR VERBAL, WHEN IT COMES TO MY SAFETY AND/OR THE SAFETY OF OTHERS THAT MAY BE IN CLOSE PROXIMITY TO US AND OR OUR GROUP IN ORDER TO REMAIN A MEMBER IN GOOD STANDING.

FURTHERMORE, I WILL DO NOTHING THAT WOULD JEPORDIZE THE INTEGRITY OF THE MBRA OR ITS MEMBERS AND ALWAYS REPRESENT SUCH, IN A POSITIVE MANNER.

I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT AND UNDERSTAND THAT BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

PRINTED NAME OF PARENT

DATE

SIGNATURE OF ADULT PARENT OR GUARDIAN

_____, _____, _____, _____, _____
AGE/S OF MINOR/S

PRINTED NAME OF MINORS