

# Athens Motocross Park

## Legal Contract

Welcome to Athens Motocross Park. Riding dirt bikes, pit vehicles, and ATV's can be very exciting and fun. Action sports and recreational activities can and are also extremely dangerous, can cause injury, and even death. Safety is everyone's responsibility. The following rules must apply to EVERYONE so please follow all park rules during your visit to Athens Motocross Park (AMX). Please take a few moments to read the park rules for your safety as well as fellow participants, spectators, and minor children.

**Participant Name:** \_\_\_\_\_ **Birthdate:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

- THE MINOR PARTICIPANT AND PARENTS OR LEGAL GUARDIAN(S) will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the EVENT(S).
- We reserve the right to refuse service to anyone. By entering this property, you are assuming personal responsibility for your own actions, action of others, and actions of minor children. AMX is not liable for personal injury, death, lost, damaged or stolen property.
- Never participate in any type of activities AMX has to offer alone. No Exceptions!
- If you do not have medical insurance, please do not ride or participate in any events or general practice at AMX. Action sports can be dangerous; you could be injured or killed. You must have medical/health insurance that covers Hazardous Activities before riding or participating in water activities at this facility. NO HEALTH, MEDICAL, PERSONAL OR PROPERTY COVERAGE IS PROVIDED BY Athens Motocross Park.
- All Riders MUST read and sign the "Participant Waiver" in order to ride a motorcycle, ATV, golf cart, side by side, or pit vehicle. All fees must be paid in advance to ride anything with a motor on our track. If you are caught riding the track without paying for the privilege of riding a motorized vehicle, you will be asked to leave the park.
- All Riders MUST wear the following safety gear while participating: DOT approved motorcycle helmet, pants, boots, gloves, long sleeve shirt or jersey and goggles. Additional suggested gear includes knee pads, knee braces, hip pads, chest protector, neck brace or neck roll, tear offs, roll offs or any other type of safety equipment not listed.
- If it is your first visit to AMX, please be sure you fully understand the direction of the track you are riding on. Enter and exit the tracks at the designated areas ONLY. Never ride the tracks in the wrong direction; this may result in the injury to another rider as well as yourself.
- Track Maintenance: AMX can and will close any track, at any time, for track maintenance. Track maintenance includes, but is not limited to: Prep work, watering, irrigation repair, and safety issues. No riding allowed during track maintenance.
- Do not go through a closed gate inside the property. Riding outside of designated areas is strictly forbidden. If a gate is closed, you cannot enter.
- First gear (idle speed, 5 miles per hour) in the pit/parking area. We do not allow fast or aggressive riding in the pit or parking area. If you are caught riding fast or without gear, you will be asked to leave the park.
- Minors are not allowed to ride or participate alone. They must be accompanied by a parent or legal guardian.
- No spectators are allowed on the tracks. You are not allowed to stand/sit on, or cross any of the tracks without permission from a track manager.
- This facility is not responsible for any and all injuries caused or inflicted by any wildlife, stray, or domestic animals, insects, reptiles, and /or amphibians of any kind.
- No reckless riding on or off the track or water. Be courteous to other riders.
- Motocross Tracks and other riding areas are designed on, around, and through natural terrain. Motocross activities are extremely dangerous. YOU COULD BE HURT, INJURED OR KILLED. Always beware of your surroundings. Tracks and off-road riding areas may include manmade and/or natural obstacles. Obstacles may include but are not limited to; trees, jumps, drainage ditches, flagger stands, buildings, equipment, trash cans, cars, pedestrians, fencing, sprinklers, hay bales, debris, and many other varieties of

obstacles which surround the track and off-road riding area. It is your responsibility to maintain control of your off-road vehicle at all times. Off Road riding, motocross riding, and trail riding are extremely dangerous activities. YOU COULD BE HURT, INJURED, PARALYZED, OR EVEN KILLED WHILE PARTICIPATING OR SPECTATING IN THESE HAZARDOUS ACTIVITIES.

- Rider Down: In the event you fall, if you are able, get off the track immediately. If a rider goes down please lend your assistance. Warn oncoming riders of the hazard. If you are riding at the time, park your vehicle off the track to avoid other riders. Ask someone for assistance. One can continue to warn other oncoming riders, the other can assist the fallen rider. If the fallen rider is unconscious DO NOT MOVE THEM and call 911 immediately!! Moving a person with a spinal cord injury can cause PERMANENT PARALYSIS AND EVEN DEATH. If the rider is conscious try to determine the extent of the injuries. If only minor injuries are suffered and the rider is able, assist the rider to their pit area. If you observe any obvious broken bones, call 911. If the rider loses consciousness at all call 911. If the rider is a minor ask someone to find their parents. Please have someone inform the track staff of the accident.
  - Parental and Guardianship Responsibility: It is your responsibility as a parent to be aware of your child's whereabouts at our facility as well as their behavior. It is your responsibility to educate your child / minor on ALL of the rules and regulations of Athens Motocross Park. It is your responsibility to insure that your children adhere to all of the rules at this facility. Parents and/or legal guardians agree to indemnify track owner for children's injuries, including death. • All participants are responsible for their own motorcycle, ATV, or pit vehicle. Never "loan" your bike, ATV, or pit vehicle to someone who did not sign in to ride. If you are caught letting someone ride that has not signed in to ride, you will be asked to leave the park. Do not loan out personal gear or motorized vehicles.
  - Flags: Our flags are different colors and have different meanings. Please obey all flaggers. Black flag means "No more riding" and you must exit the track. Red flag means there is a medical emergency and you must exit the track. Yellow flag means there is a downed rider so proceed with caution. No jumping or passing allowed while the yellow flag is out. If you disobey any flag, you will be asked to leave the park. No flaggers on duty during public practice except in emergencies, organized practice, or closing time. You must obey flags at all times.
  - No alcohol, drugs or use of controlled substance allowed if you are riding any type of motorized vehicle.
  - No profanity, this is a family environment and children are present.
  - No tandem riding allowed. Please follow ALL factory recommendations regarding your vehicle.
  - Never ride above your ability. Riding within your means and ability is your responsibility. Be safe and courteous to other riders on and off the track.
  - Do not litter. This includes used motorcycle tires and general trash. If you are caught leaving trash on the ground, or used tires, you will be banned from AMX.
  - No fire arms allowed.
  - If you have a complaint, suggestion or comment, we would like for you to bring it to the attention of the management on duty, private message us on Facebook, or contact us at (903)316-6155. We do not allow public slander on ANY public forum in regards to the operation or condition of our facility. We reserve the right to refuse service to anyone. We DO NOT ALLOW ANY DEFAMATION (LIBEL or SLANDER) including statements in writing, spoken words or pictures on ANY public social media and/or public forums in regards to the operation or condition of our facility or against the owners, members or employees of Athens Motocross Park. Athens Motocross Park reserves the right to revoke Membership (non-refundable) and refuse service and/or entry into facility to anyone caught in any defamation acts, including libel or slander whether in writing, spoken words or pictures against Athens Motocross Park, or the owners, members, or employees of Athens Motocross Park.
  - General business hours: We try to keep up with today's need for accurate information. Please call our park line @ 903-316-6155 for the most accurate schedule for park hours.
  - For the safety of all our customers, we ask that you and your party follow all park rules during your visit. If you witness someone breaking park rules and creating an unsafe environment, please report it to a Athens Motocross Park employee immediately
- \*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

#### **RELEASE of LIABILITY, WAIVER of CLAIMS and INDEMNIFY AGREEMENT**

\*In consideration for being permitted to participate in the activities described above throughout this "Participants Waiver" and related activities, I hereby agree, acknowledge, and appreciate that:

1. I / WE HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, THE FOLLOWING NAMED PERSONS OR ENTITIES, herein referred to as RELEASEES. \*d/b/a "Athens Motocross Park" a/k/a "Athens Mx Park" a/k/a "AMX."
2. To release the releasees, their officers, directors, employees, sponsors, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive

negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death or loss or damage to person or property that may occur as a result of engaging in the above activities.

3. I / WE am/are aware that the releasees require strict adherence to its standards of safety and conduct. I agree to fully abide by these standards or to accept dismissal for refusing to adhere to them. I hereby grant the releasees to take and use photographs, video, film and other images of me participating in or observing the activities. I waive my right of privacy, publicity, compensation, copyright or other rights to those images and I consent to the releasees using those images for any purposes.

4. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

### **FULL RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

I / WE the undersigned, in consideration of my entry into the premises known as "Athens Motocross Park" a/k/a "Athens Mx Park" a/k/a "AMX" and/or participation in any event or activity at the Premises, including, but not limited to, camping, motocross practice, participation in organized motocross events, off-road activities, outdoor activities, instruction associated with those activities, or the use of the Premises and/or equipment and/or property, including, but not limited to, the parking areas, tracks, and lakes (hereinafter collectively referred to throughout this Agreement as "the Activities"), understand and agree to the following:

1. I / WE AGREE AND UNDERSTAND THAT THE ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES. I FURTHER UNDERSTAND THAT, EVEN THOUGH I MAY NOT BE A PARTICIPANT IN ANY OF THE ACTIVITIES, JUST BY ENTERING THE PREMISES AND BEING IN CLOSE PROXIMITY TO THE ACTIVITIES, I MIGHT BE EXPOSED TO DANGER, INJURY AND/OR DEATH. I AM GOING TO VOLUNTARILY ENTER THE PREMISES AND/OR PARTICIPATE IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ASSUME ANY AND ALL RISKS OF DAMAGE, INJURY OR DEATH.

2. I / WE understand and agree that wherever it is used in this document the term "Athens Motocross Park" means "Athens Motocross Park" a/k/a "Athens Mx Park" a/k/a "AMX" and all promoters of any event or activity held at the Premises; and all instructors, equipment operators, staff or personnel who provided training or assistance to me at or on the Premises, and the owners of the equipment used at the Premises, and the owners of the facilities located at the Premises; and the designers or builders of any track, trail, obstacle, aspect or feature of the Premises, and all contractors or subcontractors retained by or on behalf of Athens Motocross Park.

3. a) I / WE on behalf of myself or minor child, my heirs, distributees, legal guardians, legal representatives, and assigns, agree to WAIVE and GIVE UP THE RIGHT TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH THE PROPERTY OF, OR TO PROSECUTE Athens Motocross Park if I am injured or killed or sustain any damages as a result of my participation in the Activities. I AGREE AND UNDERSTAND THAT I AM HERE AND NOW WAIVING AND GIVING UP MY RIGHTS TO MAKE A CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE ATHENS MOTOCROSS PARK FOR ANY INJURIES, DEATH OR DAMAGES THAT MY ARISE FROM ANY EVENT OR EVENTS THAT HAVE NOT YET OCCURRED AND THAT MAY OCCUR IN THE FUTURE AND THIS WAIVER OF MY RIGHTS TO MAKE ANY CLAIM AGAINST, TO SUE, TO ATTACH PROPERTY, OR OTHERWISE PROSECUTE THREE PALMS APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF ATHENS MOTOCROSS PARK, OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION, OF ATHENS MOTOCROSS PARK. b) Additionally, I on behalf of myself, my heirs, distributees, guardians, legal representatives, and assigns, agree TO RELEASE, DISCHARGE, and ACQUIT Athens Motocross Park from any and all liability, whether arising from negligence, strict liability, contract, tort, any statutory liability, or liability arising out of any regulation, in the event that I am injured or killed as a result of my participating in the Activities.

**I FULLY AND COMPLETELY UNDERSTAND AND AGREE THAT I AM HERE AND NOW FOREVER RELEASING FROM ANY AND ALL LIABILITY WHATSOEVER ATHENS MOTOCROSS PARK FOR ANY EVENT OR EVENTS THAT MAY OCCUR IN THE FUTURE AND THAT THIS RELEASE OF LIABILITY APPLIES EVEN IF I AM INJURED OR KILLED BECAUSE OF ANY ACT OR OMISSION, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF ATHENS MOTOCROSS PARK, OR ACTS OR OMISSION THAT CONSTITUTE STRICT LIABILITY UNDER ANY STATUTE OR REGULATION, OF ATHENS MOTOCROSS PARK.**

4. I / WE on behalf of myself or minor child, my heirs, distributees, guardians, legal representatives, and assigns, acknowledge and agree that ATHENS MOTOCROSS PARK HAS MADE NO EXPRESS OR IMPLIED WARRANTY OF ANY PRODUCTS OR SERVICE'S MERCHANTABILITY OR THAT ANY PRODUCT OR SERVICE IS FIT FOR ANY PARTICULAR PURPOSE. I further acknowledge and agree that Athens Motocross Park shall not be liable for any breach of an express or implied warranty in an amount greater than the amount paid for the product or service provided to me.

5. I / WE on behalf of myself or minor child, my heirs, distributees, guardians, legal representatives, and assigns, agree to INDEMNIFY and SAVE HARMLESS Athens Motocross Park in the event that any person, firm, or corporation, makes a claim against or sues Athens Motocross Park for claims arising out of any injury to me, damages sustained by me or because of my death arising out of my participation in the Activities. I UNDERSTAND AND AGREE THAT I, OR MY HEIRS OR REPRESENTATIVES OF MY ESTATE WILL BE REQUIRED TO INDEMNIFY AND SAVE HARMLESS ATHENS MOTOCROSS PARK EVEN IF I AM INJURED OR KILLED BECAUSE OF ACTS OR OMISSIONS, INCLUDING NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF ATHENS MOTOCROSS PARK OR ACTS OR OMISSIONS THAT CONSTITUTE STRICT LIABILITY OR LIABILITY UNDER ANY STATUTE OR REGULATION OF ATHENS MOTOCROSS PARK. I understand this paragraph means that if any claim or suit is brought by me or on my behalf against Athens Motocross Park, I am contractually obligated to pay Athens Motocross Park for all its costs of defense, including but not limited to attorney's fees, litigation expenses, expert witness fees, court costs and any other charge associated with the defense of that claim or suit. If damages are awarded to me or to anyone on my behalf, I am obligated to reimburse Athens Motocross Park the entire amount of any such award.

6. I / WE agree and understand that this Release, Waiver, and Indemnity Agreement is binding today and shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly, in the Activities at the Premises or enter onto the Premises, and shall be binding upon my heirs, executors and administrators of my estate.

7. I / WE agree and understand that if any part of this Release, Waiver and Indemnity Agreement is held to be invalid the balance of the instrument is not invalid and is fully and completely binding.

8. I / WE acknowledge that any video tape, motion pictures, still photographs, or any other media products taken or created in conjunction with my participation in the Activities at or with Athens Motocross Park shall be and remain the sole property of Athens Motocross Park and, hereby, consent to Athens Motocross Park's use of said video tape, motion pictures, still photographs or any other media products in any manner it deems appropriate, including, but not limited to, advertisements, video productions and displays.

9. I / WE acknowledge that I have read all of the above provisions, fully understand the terms and conditions expressed therein, and have freely chosen to accept the above paragraphs. I understand and accept that, by signing this release, I may never make a claim against, sue or seek to recover any monies or other compensation or recovery from Athens Motocross Park in the event that I am injured or killed, EVEN IF I AM INJURED OR KILLED BECAUSE OF THE ACTS OR OMISSIONS, INCLUDING THE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF Athens Motocross Park, or acts or omissions that constitute strict liability or liability under any statute or regulation of Athens Motocross Park.

10. I / WE further understand and acknowledge that I do not have to sign this document or participate in any activity sponsored, offered, or initiated by Athens Motocross Park, but choose to do so freely and of my own accord. If I choose to withdraw from or decline to participate in any activity sponsored, offered, or initiated by Athens Motocross Park, I may receive a refund of any monies I have paid to Athens Motocross Park, less any amount already spent or incurred on my behalf.

\_\_\_\_\_  
Signature of Participant, Parent, or Legal Guardian      Print Name      Date

\_\_\_\_\_  
Signature of Participant, Parent, or Legal Guardian      Print Name      Date

I represent that I have sole legal custody or am the sole parent/guardian of Minor Applicant