

**RELEASE & WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration for being permitted to enter any RESTRICTED AREA at Argyll MX (*herein defined as including, but not limited to, the racing/practice areas, pit areas, infield, approach areas, shut down or rest areas, all walkways, concession areas, any areas where any activity of any kind may take place, whether related to an event or practice, or any other area within or without the boundaries of the Argyll MX property, including all areas appurtenant thereto*) at anytime, day or night, whether open or closed to the public, for any purpose, including being permitted to practice at open riding practice or race practice, compete, participate in any way, officiate, observe, work, or be present at or near Argyll MX for any purpose whatsoever, whether or not related to any activities at Argyll MX, EACH UNDERSIGNED (*for him/herself and his/her personal representatives, heirs, assigns, affiliates, agents, family, next of kin, estate, or otherwise*) acknowledges, agrees, and represents that he/she has, or will immediately upon entering, and will continuously and indefinitely thereafter, inspect any RESTRICTED AREA and all portions thereof that he/she enters and with which he/she comes in contact. He/she does further warrant and agree that his/her entry into or upon any RESTRICTED AREA, or his/her participation in any of the above-mentioned activities, constitutes an acknowledgment that he/she has inspected such RESTRICTED AREA and that he/she finds and accepts same as being safe and reasonably suited for the purposes of his/her use. He/she further agrees and warrants that if at any time, he/she is in or near any RESTRICTED AREA and feels anything to be unsafe for any reason, he/she will immediately advise any official, staff, personnel, or agent of Argyll MX of such unsafe condition or situation, and will immediately leave such RESTRICTED AREA and refuse to participate in any way in any activity, including riding (practicing or racing), officiating, observing, working, or otherwise.

1. The undersigned HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE "RELEASEES" (*hereinafter defined as including, but not limited to, Argyll MX, its owners, directors, officers, managers, employees, staff, agents, or associates, or any of its promoters, participants, riders, spectators, racing associations, sanctioning organizations, or any subdivisions thereof, track operators, track owners, property owners or lessees, surveyors, underwriters, insurers, officials, or manufacturers of any motorcycle or motorcycle equipment, parts, or protective gear, motorcycle dealers or distributors, sponsors, advertisers, or any persons or entities in any restricted areas, including, but not limited to, Argyll MX's officer's, employees', staff's, personnel's, associates', agent's, affiliate's, or representative's heirs, assigns, family, next of kin, estate, or otherwise*) from/for ANY AND ALL LIABILITY, now and for all time, to the undersigned (*and the undersigned's personal representatives, agents, assigns, heirs, family, estate, next of kin, or otherwise*) for any and all losses or damages, in any amount, and/or for any claim, demand, or otherwise made by the undersigned or others, or made on behalf of the undersigned, due to any injury to the undersigned or his/her property, or resulting death of the undersigned, whether caused by the negligence of RELEASEES or any other act of, or failure to act by, RELEASEES, while the undersigned is in, upon, or near any restricted areas for any reason.
2. The undersigned HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost of any kind that they may incur due to the presence of the undersigned in, upon, or near any restricted areas; or any loss, liability, damage, or cost of any kind incurred while practicing, competing, participating in any way, officiating, observing, or being engaged in any activity in any manner for any reason in, upon, or near any restricted areas, whether or not any loss, damage, cost, or otherwise is caused by the negligence of the RELEASEES or by any other cause.
3. The undersigned HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND ALL RISK OF, ANY BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGES, caused by any person or entity, including the negligence of RELEASEES, that the undersigned may suffer due to his/her presence in, upon, or near any restricted area, or by engaging in, or being near, any activity related to any operations at Argyll MX, including open practice riding, racing competition, track work/maintenance, or otherwise.
4. The undersigned HEREBY ACKNOWLEDGES AND AGREES THAT ALL ACTIVITIES AT Argyll MX (*including all motorcycle riding/racing/practicing and related activities*) ARE EXTREMELY DANGEROUS and involve the risk of property damage, serious bodily injury, and/or death. Thus, the undersigned HEREBY ASSUMES ALL RISKS INHERENT IN SUCH ACTIVITIES no matter how any damage, injury, or death may be caused, or regardless of the severity of any damage or injury.
5. The undersigned HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS IN GOOD HEALTH and has no physical or emotional conditions that would prevent him/her from participating in any activity at Argyll MX, including riding or racing, or observing same. The undersigned further represents and warrants that he/she has health insurance to cover any accident or injury of any kind, no matter the extent of damage or injury that may occur while engaged in any activity at Argyll MX.
6. The undersigned HEREBY AGREES THAT this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement EXTENDS TO ALL ACTS OF NEGLIGENCE THE BY RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS by any party, and this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is found to be invalid, it is agreed that the remainder shall continue in full force and effect.

I HAVE HAD ADEQUATE TIME TO READ THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT, HAVE DONE SO, AND FULLY UNDERSTAND ALL ITS TERMS, INCLUDING THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND GIVE UP THOSE RIGHTS FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OF ANY KIND, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWABLE BY LAW.

Print Name

Sign

Date