

ZOO CITY MOTOR SPORTS PARK ADULT MEMBERSHIP APPLICATION AND WAIVER

I hereby apply for Membership for myself/child in Zoo City Motorsports Park and agree to abide by/to require my child to abide by the bylaws of the Park and the Rules of Conduct on course. I certify that I/my child have/has had previous training and experience driving a motorcycle at high speed with other motorcycles on a competition course, as required for approval to participate in activities held at Zoo City Motorsports Park. I acknowledge that I/my child will be participating in a high speed motorcycle driving activity and that the nature of such activity is very dangerous. I assume all the risks inherent and incidental to this type of activity. I understand that I/my child will be driving on course at high speed at the same time with other motorcycles, along with other drivers who have varying levels of high speed training and experience.

NAME _____ DATE OF BIRTH _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ E-MAIL ADDRESS _____

EMERGENCY CONTACT NAME _____ PHONE _____

By signing below I certify that I have read and agree to all of the park policies and rules in place at Zoo City Motor Sports Park. I certify that the above information is accurate and true and can be verified upon request.

Signature _____ Date _____

Print Name _____

Membership Fees: \$10.00 / yr

Upon acceptance your Membership will run for one year from the date of joining.

Make your check payable to: Zoo City Motor Sports Park, Inc.

ADULT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the in any way in the motorsports events and/or activities at Zoo City Motorsport Park ("EVENT(S)") or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin: Acknowledges, agrees and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters 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 AREA prior to the event. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Zoo City Motorsports Park, Inc., and its Instructors, Officials, Directors, Officers, Shareholders, Managers, Employees, Lessors, and Fellow Drivers, personally and as agents of the corporation, the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operations, track owners, officials, vehicle owners, drivers, pit crews, rescue personnel, and any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees",

FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, 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 THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE they may incur arising out of my presence or participation in the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENCE OF THE RELEASEES OR PROCEDURES OF THE RELEASEES. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State in which the EVENT(S) is/are 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, 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 ALLOWED BY LAW.

I HAVE READ AND AGREE TO THIS RELEASE

Participant (Signature)

Date

Notarized (If Not Signed at Track)

Subscribed and Sworn to at: _____ County, State of _____

Before me this _____ day of _____, A.D. 20_____.

Signature of Event Official Or Notary Public

Printed Name of Event Official or Notary Public

My Commission Expires: _____

SEAL