

ZOO CITY MOTOR SPORTS PARK

MINOR 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.

Parent/Guardian Signature _____ **Date** _____

Print Name _____ **Self/Parent/Legal Guardian (Circle One)**

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.

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

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the motorsports events and/or activities at Zoo City Motorsport Park ("EVENT(S)") and/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 training/competition area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that: THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR S Event participation constitutes an acknowledgement 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 anytime in the RESTRICTED AREA they believe something to be 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. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in high speed motorcycle operation and/or the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability, and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge, and covenant 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 operators, track owners, officials, vehicle owners, drivers, pit crews, all persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the Event, 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 ourselves, the undersigned, our personal representatives, assigns, executors, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence or maintenance of unsafe conditions of the Releasees or otherwise. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless, the Releasees and each of them from any loss, liability, damage, or cost they may occur due, in any manner or degree, to the presence of the parent/ guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the Event and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR. This release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT 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. THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. /I WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

I HAVE READ AND AGREE TO THIS RELEASE _____ **I HAVE READ AND AGREE TO THIS RELEASE** _____
 _____ **Father/Guardian** _____ **Mother/Guardian** _____
Parent or Guardian (Signature) **(Circle One)** **Date** **Parent or Guardian (Signature)** **(Circle One)** **Date**

Printed Name of Parent or Guardian: _____ **Printed Name of Parent or Guardian:** _____

(INITIAL) **I represent that I have sole legal custody or am the sole parent/guardian**

Printed Name of MINOR Participant: _____ **D.O.B.** _____

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