

MINOR EMPLOYEE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Amherst Meadowlarks Motorcycle Club

2024 Events

NAME OF TRACK/ FACILITY

EVENT DATE (S)

IN CONSIDERATION for allowing the MINOR to compete, officiate, observe, work at or participate in any way in the event or activity ("Event") encompassed by this Agreement and/or permit the minor and parent or guardian 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 any competition area and any hot pit area the PARENT AND/OR GUARDIAN AND MINOR, agree as follows:

1. THE MINOR AND/OR PARENT(S) OR GUARDIAN(S) will immediately inspect the restricted area upon entering it and warrants that their entry therein and/or the minor's event 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.
2. THE MINOR AND PARENT(S) OR GUARDIAN(S) HEREBY ASSUME FULL RESPONSIBILITY FOR AND 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 including competing, officiating, observing, working or participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in 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 actions or negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and entry into the restricted area are assumed notwithstanding.
3. THE MINOR AND PARENT(S) OR GUARDIAN(S), release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning or administrative organizations, (or any subdivision or affiliate thereof), track operators, track owner, officials, car owners, drivers, builders and designers, pit crews, rescue personnel, all persons in the restricted area, promoters, sponsors, advertisers, owners, equipment and parts manufacturers and suppliers, lessees and lessors of the premises used to conduct the Event, premises and event inspectors, surveyors, insurers, underwriters, brokers, consultants and other who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event, and for each of them, their officers, agents, and employees (all for the purpose herein referred to as "Releasees"), from any liability to ourselves, the undersigneds, 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 of the parent, guardian or minor or damage to property, caused or alleged to be caused in whole or In part by the negligence of the Releasees or otherwise. This release is not intended to limit, waive or discharge any statutory duties or obligations an employee may have to the minor employee including the provision of worker's compensation benefits.
4. THE PARENT(S) AND/OR GUARDIAN(S) hereby agrees to indemnify and save and hold harmless, the Releasees and each of them from any loss, liability, damage or cost that may incur due to the presence of the parent, the guardian or the minor in the restricted area, or in any way while participating in 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.
5. THE PARENT(S) AND/OR GUARDIAN(S) hereby agrees that 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 law of the Province or 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(S) OR GUARDIAN(S) 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.

1. I HAVE READ THIS RELEASE
Parent or Guardian (Signature/Relationship)
Sole Custody Yes No

Father Mother Guardian
(Check One)

Date

2. I HAVE READ THIS RELEASE
Parent or Guardian (Signature/Relationship)

Father Mother Guardian
(Check One)

Date

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

Address of Participant: _____

Printed Name of Parent or Guardian 1: _____

Printed Name of Parent or Guardian 2: _____