

Permian Basin Motorcycle Association ,
Release, Waiver of Liability, Assumption of Risk & Indemnity Agreement

IN CONSIDERATION of being permitted to participate in any way in activities and/or events and/or being permitted to enter upon, be present at, and/or use the trails/premises where off-highway vehicles, ATV'S, motorcycles, 4x4's or other motorized activities and/or events are being conducted (hereinafter referred to as the "Activities") of Permian Basin Motorcycle Association or any of it's properties or managed sites (hereinafter referred to as "Premises") from the date hereof and for any and all dates hereafter, for any and all Activities, including without limitation, the operation, maintenance, observation or use of any type of off-highway vehicle or other motorized vehicles or motorcycles, the undersigned, on his/her own behalf, and on behalf of his/her personal representatives, heirs, next of kin, and any and all other persons using the premises or participating in the activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned"):

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall and shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE PERMIAN BASIN MOTORCYCLE ASSOCIATION, its affiliates, related companies, directors, officers, members, employees, agents, representatives, properties and ALL rescue personnel (collectively "RELEASEES") FROM ANY AND ALL LIABILITY OF ANY NATURE TO THE UNDERSIGNED, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, ARISING OUT OF, CONNECTED WITH, OR RELATED IN ANY WAY TO THE ACTIVITIES OR THE PREMISES, WHETHER OR NOT SUCH PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, WAS CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, ERRORS, MALFEASEANCE, MISFEASANCE, OR FAULT OF RELEASEES.**
3. Hereby **AGREES TO INDEMNIFY AND HOLD HARMLESS RELEASEES, INCLUDING REASONABLE AND NECESSARY ATTORNEY FEES, FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, SUITS, ACTIONS, DAMAGES, PROPERTY DAMAGE, PERSONAL INJURY, INCLUDING DEATH, AND COSTS OF REPAIR, CAUSED BY THE UNDERSIGNED OR ARISING OUT OF THE UNDERSIGNED'S PARTICIPATION IN THE ACTIVITIES OR USE OF THE PREMISES.**
4. Hereby **ASSUMES FULL RESPONSIBILITY** for any and all risk of bodily injury, death, or property damage arising out of or related to the Premises or the Activities **WHETHER CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, ERRORS, MALFEASEANCE, MISFEASANCE, OR FAULT OF THE RELEASEES.**
5. Hereby **ACKNOWLEDGES THAT THE ACTIVITIES ARE VERY and INHERENTLY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compounded or increased by rescue operations or procedures of the Releasees
6. Hereby agrees that this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement (hereafter "Agreement") **EXTENDS TO ALL ACTS OF NEGLIGENCE, MALFEASEANCE, MISFEASANCE, ERROR OR FAULT BY RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS.**
7. Hereby agrees the Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any provision hereof is held invalid or unenforceable, such provision shall be deemed amended to conform to applicable laws as to be valid and enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

I HEREBY ACKNOWLEDGE AND AGREE THAT I HAVE READ ALL OF THIS AGREEMENT, FULLY UNDERSTAND ITS PROVISIONS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THE AGREEMENT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE, CONTINUING AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT OF THE LAW.

Printed Name

Witness or Notary - Printed Name

Signature

Date

Witness/Notary Signature

Date

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

THIS IS TO CERTIFY THAT I, AS A PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, _____, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL RELEASEES, AND FOR MYSELF, MY HEIRS, ASSIGNS AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S INVOLVEMENTS OR PARTICIPATION IN THE ACTIVITIES OR USE OF THE PREMISES AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE, ERRORS, MALFEASANCE, MISFEASANCE, OR FAULT OF THE RELEASEES.

Minors are not allowed on any Permian Basin Motorcycle Association Premises without ADULT SUPERVISION. The Releasees are not responsible for watching over minor children at any time. If your child is attending, watching or participating in Activities with a responsible adult other than their legal PARENT/GUARDIAN they must have on file (1) a copy of this Agreement signed by their legal PARENT/GUARDIAN (**Waiver must be notarized if not signed on Premises**), and (2) a Notarized Letter stating that the Minor has the right to be on the Premises and to participate in Motorized Recreation with the Adult who is responsible for them.

Permian Basin Motorcycle Association strongly suggests that any **RESPONSIBLE ADULT** in charge of minor carry a Notarized Temporary Guardianship or Notarized Medical Release Form for each minor in case an emergency should arise.

Printed Name: Parent/Guardian

Signature: Parent/Guardian

Date