



- 11. I further understand and acknowledge that I do not have to sign this document or permit the Participant to enter the Premises or participate in any Activity sponsored, offered or initiated by Freedom MX, but choose to do so freely and of my own accord. If the Participant declines to participate or I choose to withdraw the Participant from any activity sponsored, offered or initiated by Freedom MX, I may receive a refund of any monies I have paid to Freedom MX, less any amount already spent or incurred on behalf of the Participant or myself.
- 12. I have read and understood the Rules and Requirements attached to this Agreement as Appendix A and will explain the Rules and Requirements to the Participant. I will abide by and comply with all the Rules and Requirements and will ensure that the Participant abides by and complies with all the Rules and Requirements.

All **ADULT RIDER PARTICIPANTS** and **SPECTATORS MUST** read and sign the Release and Waiver of Liability Assumption of Risks and Indemnity Agreement upon **each entry** in order to enter Freedom MX.

All **RIDER PARTICIPANTS (INCLUDING BEGINNERS AND MINORS) MUST** read and sign (unless Minor) the Freedom MX, LLC Annual Membership Contract, Liability Release and Indemnity Agreement in order to participate in motocross practice or organized motocross events or activities.

All **MINOR PARTICIPANTS (under the age of 18) MUST** have a Freedom MX, LLC Annual Membership Contract, Full Release, Waiver and Indemnity Agreement for Minor Child or Children on file signed by **BOTH PARENTS OR LEGAL GUARDIANS (if present).**

All **MINOR PARTICIPANTS MUST ALSO** have a Release and Waiver of Liability Assumption of Risks and Indemnity Agreement for ALL Events that covers all events for one year, signed by **BOTH PARENTS OR LEGAL GUARDIANS (no exceptions)** on file in order to participate in motocross practice or organized motocross events or activities. If both parents are not available to sign at registration, a form will be sent home and a Temporary card will be issued until minor returns form signed by **BOTH PARENTS OR LEGAL GUARDIANS**. Minor will only be allowed two (2) practices maximum without both parents signature.

All **RIDER PARTICIPANTS, INCLUDING MINORS AND BEGINNER RIDERS MUST** purchase their OWN Freedom MX Annual Membership In order to participate in any events or activities at the facility including motocross practice and/or organized motocross events or activities. All fees must be paid in advance to ride on track. Wrist Bands will also be utilized for practice and events or activities that must be worn at all times.

****NOTE ALL MINORS (under 18) are required to complete and bring in BOTH the Freedom MX Annual Membership Contract, Full Release Waiver and Indemnity Agreement for Minor Child or Children and Annual MINOR Release and Waiver of Liability Assumption of Risks and Indemnity Agreement for All Events*

****NOTE IF YOU ARE UNDER THE AGE OF 18 AND COMING IN WITHOUT A PARENT OR LEGAL GUARDIAN PLEASE HAVE THE ABOVE TWO FORMS NOTARIZED*

NO HEALTH, MEDICAL, PERSONAL OR PROPERTY COVERAGE IS PROVIDED BY FREEDOM MX, LLC. If you do not have medical insurance, DO NOT ride or participate in any events or practice at Freedom MX.

Printed Name of Minor Participant: _____ **DOB** _____

***If Applicant is Minor, the Annual Membership Contract and Membership Form must be completed and signed by BOTH Parents/guardians, unless parent/guardian has sole legal custody*

Parent/Guardian Signature (Father Mother Guardian) _____ **Print Name** _____ **DOB** _____ **Date** _____

Parent/Guardian Signature (Father Mother Guardian) _____ **Print Name** _____ **DOB** _____ **Date** _____

I represent that I have sole legal custody or am the sole parent/guardian of Minor Applicant

****If you are under the age of 18 years old and are coming without a parent or a legal guardian this Waiver must be notarized*

STATE OF _____ COUNTY OF _____ On _____ before me, _____ personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of _____ that the forgoing paragraph is true and correct

WITNESS my hand and Official Seal

Signature _____

Witness _____

Date _____

Initial



APPENDIX A - RULES AND REQUIREMENTS

BY ENTERING THE PREMISES, YOU AGREE TO ABIDE BY AND FOLLOW ALL THE FOLLOWING RULES AND REQUIREMENTS. FAILURE TO DO SO COULD RESULT IN EJECTION FROM THE PREMISES AND WAIVER OF ANY FEES PAID TO FREEDOM MX

All **ADULT RIDER PARTICIPANTS** and **SPECTATORS MUST** read and sign the Release and Waiver of Liability Assumption of Risks and Indemnity Agreement upon **each entry** in order to enter Freedom MX.

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****NOTE IF YOU ARE UNDER THE AGE OF 18 AND COMING IN WITHOUT A PARENT OR LEGAL GUARDIAN PLEASE HAVE THE ABOVE TWO FORMS NOTARIZED*

NO HEALTH, MEDICAL, PERSONAL OR PROPERTY COVERAGE IS PROVIDED BY FREEDOM MX, LLC. If you do not have medical insurance, **DO NOT** ride or participate in any events or practice at Freedom MX.

FIRST VISIT: If it is your first visit to Freedom MX, be sure you fully understand the direction of track you are riding on. Always follow Track Direction Signs and never ride the tracks in the wrong direction. Always enter and exit the track at designated areas only.

RIDER DOWN: In the event that you fall and are able, immediately get off the track. If a rider goes down, please lend assistance. If you are riding at the time, park your bike off the track and warn oncoming riders of the hazard. If the fallen rider is unconscious or you see obvious broken bones, **DO NOT MOVE THEM** and call 911! Moving a person with a spinal cord injury can cause **PERMANENT INJURY, PARALYSIS AND EVEN DEATH**. If the rider is conscious, try to determine extent of injury. If injuries are minor and the rider is able, assist the rider off the track and/or to pit area. If the rider is a **MINOR**, ask someone to find their parents immediately. Always report any rider down regardless if injuries are minor to track personnel.

FLAGS: Flags are different colors and have different meanings. Obey all flaggers at all times. Black Flags means "No more Riding" and you must exit track. Red Flag means there is a "Medical Emergency" and you must exit track. Yellow Flag means there is a "Downed Rider" so proceed with caution. No jumping or passing allowed while the Yellow Flag is out. If you disobey any flag, you will be asked to leave the facility.

PARENTAL AND GUARDIANSHIP RESPONSIBILITY: It is your responsibility as a **PARENT OR GUARDIAN** to be aware of your **CHILD / MINOR** whereabouts and behavior. It is your responsibility to insure that your **CHILD / MINOR** knows all the Park and Track Rules. Any **CHILD / MINOR** injury, including death must be reported to track personnel.

VIDEO/PHOTO DOCUMENTATION: Freedom MX will utilize video or photo documentation on all safety or liability issues occurred at the Facility.

COMPLAINTS: If you have a complaint or suggestion, please bring it to the attention of the owners of Freedom MX or email us at info@freedommx.com. We **DO NOT ALLOW ANY DEFAMATION (LIBEL or SLANDER)** including statements in writing, spoken words or pictures on **ANY** public social media and/or public forums in regards to the operation or condition of our facility or against the owners, members or employees of Freedom MX. Freedom MX reserves the right to revoke Membership (non-refundable) and refuse service and/or entry into facility to anyone caught in any defamation acts, including libel or slander whether in writing, spoken words or pictures against Freedom MX, or the owners, members or employees of Freedom MX.

CAMPING: Camping is permitted on Fridays and Saturdays that facility is open at \$10.00 per night. No RV Hook-ups available. Gates close at 11:00 pm. Call to make arrangements if late arrival is needed. We **DO NOT ALLOW** any riding after business hours.



TRACKS AND FACILITY: The tracks and other areas of facility are designed on natural terrain. Motocross riding and activities, Off-Road riding including ATV's, UTV's, Golf Carts are extremely dangerous. YOU COULD BE HURT, INJURED OR KILLED so always be aware of your surroundings. Tracks and off-road riding areas may include man made and/or natural obstacles. Obstacles may include but are not limited to; trees, jumps, drainage ditches, flagger stands, buildings, scoring towers, equipment, trash cans, cars, pedestrians, fencing, hay bales, debris, and many other varieties of obstacles which surround the track and facility. It is your responsibility to maintain control of your off-road vehicle at all times.

PARK AND TRACK RULES – NO EXCEPTIONS

1. Minors are not allowed to participate alone unless Minor Release and Waiver are on file signed by both parents. All minors must be accompanied by a parent or legal guardian under the age of 16.
2. All Riders **MUST** wear the following safety gear while participating including DOT Snell approved motorcycle helmets that must be securely fastened at all times, pants, boots, gloves, long sleeve shirt or jersey and goggles at all times. Knee protection, chest protection, neck protection, or other types of safety equipment is advised, but optional.
3. **We reserve the right to refuse service to anyone for any reason!** By entering this Facility, you are assuming personal responsibility for your own actions, actions of others and of minor children. Freedom MX, LLC **IS NOT** liable for personal injury, death or lost, damaged or stolen property.
4. Every Participant, including Minors and Beginner Riders must have their **OWN** membership card upon entry to Facility. All fees must be paid in advance to ride on track. For replacement Membership cards there will be a \$2.00 fee.
5. All Riders must wear wrist band at all times on wrist and must be in plain view. Do not let anyone borrow your Bike, Membership Card or wrist band.
6. Organized Practices will be held depending on how many Riders participate. Organized Practices will be broken into 20 minute increments by Bike size and ability, (By Classes, A, B, C, D), including 50cc bikes that are beginners.
7. Pit Vehicles, ATV's, UTV's Side by Side and Golf Carts are allowed in Pit Areas only. No Pit Vehicles, ATV's, UTV's Side by Side or Golf Carts are allowed on any track. Designated Ride Days will be determined for Quad Practices and events on Motocross and Supercross Tracks.
8. First Gear, idle speed of **5** miles per hour **maximum** at all times in the pit, spectator, parking, etc. areas. We **DO NOT** allow fast or aggressive riding. If you are caught riding fast or without gear, you will be asked to leave the park.
9. All participants are responsible for their own motorcycle, pit vehicle, ATV, UTV Side by Side, Golf Cart, etc. Never loan your bike, ATV or pit vehicle to anyone who did not sign a Waiver to ride. If you are caught letting someone ride that does not have a Membership, has not paid the fees, signed a Waiver and is not wearing required wrist band, you will be asked to leave the park.
10. No reckless or tandem riding allowed.
11. No profanity or unsportsmanlike conduct in any form will be tolerated.
12. **Freedom MX** can close any track, at any time, for track maintenance including, but not limited to prepping track, watering track, irrigation repair, or safety issues and concerns. No riding allowed during track maintenance.



13. No spectators are allowed on tracks. No spectators are allowed to stand/sit on tracks or cross any track without permission.
14. No drugs or use of controlled substance allowed. No alcohol allowed if you are riding any type of motorized vehicle or participating in any motocross practice or organized events.
15. No firearms or weapons allowed at Facility.
16. Pets must be on leash at all times.
17. Parking permitted in marked parking areas only. No parking on the road, tracks, driveways, access road. These areas must be clear for use of track personnel or emergency personnel.
18. Track is to be ridden in direction of marking. Hold your line on track, no stopping in middle of track, on or after jumps.
19. Ride within your means and ability. Be safe and courteous to other riders on and off the track.
20. Do not go through a closed gate or any area that is restricted or forbidden. Riding outside of designed areas or in any restricted area is forbidden.
21. No trespassing after business hours
22. No littering, including used motorcycle parts/tires, oil, gas, general trash. Properly extinguish all general trash in designated Trash cans.
23. Camping is permitted on Fridays and Saturdays when facility is open. We **DO NOT ALLOW** any riding after the park/track is closed. The front entrance gate is closed and locked after business hours.
24. Freedom MX, LLC is not responsible for any injuries caused or inflicted by any wildlife, stray or domestic animals, insects, reptiles and/or amphibians of any kind.
25. Freedom MX, LLC is not responsible for any damaged, lost or stolen property.

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

FREEDOM MX / ALL EVENTS
NAME OF TRACK AND/OR EVENT

ALL DATES
EVENT DATE(S)

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the above event and/or activities ("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 competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. 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 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 OR GUARDIAN 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 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 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.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the 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 ourselves, the undersigneds, our personal representatives, assigns, 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 of the RELEASEES or otherwise.
4. 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 incur 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 Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. 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 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 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 THIS RELEASE

1. _____ Father/Mother/Guardian
 Parent or Guardian (Signature) (Circle One) Date

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

I HAVE READ THIS RELEASE

2. _____ Father/Mother/Guardian
 Parent or Guardian (Signature) (Circle 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. _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20_____

SEAL

Signature of Event Official or Notary Public _____ Printed Name of Event Official or Notary Public _____
 _____ County, State of _____ My Commission Expires: _____