

**Release of Liability and Assumption of Risk Agreement
Adult and/or Child**

WHEELER SPRING MX, LLC Bowdoin Maine

IN CONSIDERATION of being permitted to participate in motor sports and activities including motocross on the premises located at Dandelion Road in Bowdoin, Maine and owned and operated by Wheeler Spring MX, LLC, I hereby acknowledge and agree that on behalf of myself or my minor child that: The risk of injury from the activity and equipment involved in motorized off road activities and sports is significant including THE POTENTIAL FOR PERMANENT DISABILITY AND DEATH, and while protective equipment, reasonable use and personal discipline will minimize this risk, the risk of serious injury does exist; I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability in paragraph 4 below, AND I ASSUME ALL RESPONSIBILITY FOR MY PARTICIPATION IN MOTOR SPORTS; I understand that the activities of motorized off road activities are physically and mentally intense. If I observe any unusual or unnecessary hazards during my participation, I will bring such to the attention of the nearest owner, employee or agent of Wheeler Spring MX, LLC as soon as possible; I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, FOREVER RELEASE AND HOLD HARMLESS WHEELER SPRING MX, LLC, THE OWNER OF THE PREMESIS USED TO CONDUCT THE MOTORIZED OFF ROAD ACTIVITIES, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is result of gross negligence and/or wanton misconduct; I understand that I may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in motor sports; I understand and acknowledge that motor sports have inherent dangers that no amount of care, caution, instruction, inspection, or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; I, the undersigned, understand and acknowledge that Motor Sports have inherent dangers with respect to operating equipment on real property and land that may have both obvious and/or hidden dangers whether natural or manmade, including, but not limited to, trees, tree limbs, fence posts, snow, ice, earth, wildlife, variations in surface, streams, creeks, cliffs, crevasses, stumps, hills, pot holes, rocks, brush and other debris and that no amount of care, caution, instruction, inspection or expertise can eliminate such obvious and/or hidden dangers. I OR MY CHILD EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTOR SPORTS THAT MAY BE CAUSED BY SUCH RISK, HAZARDS AND OBVIOUS AND/OR HIDDEN DANGERS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; I agree that I, my child, my estate, or any representative WILL NOT SUE OR OTHERWISE MAKE A CLAIM AGAINST THE RELEASEES for damages or other losses sustained as a result of my or my child's participation in the aforementioned Motor Sports; I hereby agree to INDEMNIFY AND HOLD RELEASEES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought against the RELEASEES, jointly or severally, as a result of my participation in motor sports and motor sports; I will take full responsibility for, and hold harmless the RELEASEES for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in Motor Sports on the premises either with or without permission; I agree that I will operate all equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of myself, any other individual or Wheeler Spring MX, LLC; I represent that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK shall continue in full force and effect for so long as I engage in Motor Sports which are in way connected to or with the RELEASEES; I represent that I am at least eighteen (18) years of age, or that on behalf of my minor child I sign and agree to all of the terms of this entire agreement, including but not limited to RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS, ASSUMPTION OF RISK, INDEMNIFICATION AND HOLD RELEASEES HARMLESS AGREEMENT; I expressly recognize that this RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK is a contract pursuant to which I have released any and all claims against the RELEASED PARTIES resulting from participation in Motor Sports including any claims related to the negligence of the RELEASEES or otherwise.

NAME:

RIDER #:

I HAVE READ THIS RELEASE FORM

Rider Name: _____ Signature: _____

Parent/Legal Guardian Name: _____ Signature: _____

Address: _____ Town: _____

State: _____ Zip: _____ Phone #: _____ E-Mail: _____

EMERGENCY CONTACT:

Name: _____ Phone #: _____ Relationship: _____

