

NWA Riding Park Waiver Form



RIDERS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the opportunity for event participation and utilization of the riding park, recreational facilities, and premises of Northwest Arkansas Riding Park (NWARP), and MickeyLive, Inc. (MLI), and their respective affiliates in furtherance of the sport of dirt bike riding, motor sports racing, motor sports and related activities, (hereinafter collectively called "motor sports").

I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Motor sports is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to or the death of participants. I understand 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. (Initial here _____).
2. I hereby RELEASE AND DISCHARGE NWARP, MLI, and all related parties, event volunteers, company offices, directors, elected officials, agents, employees, and owners of equipment and the land used for motor sports activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I or my representatives may hereafter have for injuries, loss of life, and all other forms of damages arising out of my participation in Motor sports activities, including , but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____).
3. I understand and acknowledge that motor sports riding and racing activities have inherent dangers that no amount of care, caution, instruction, 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 ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial here _____).
4. I further agree that I WILL NOT SUE OR OTHERWISE MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in NWARP activities. (Initial here _____).
5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in NWARP activities. (Initial here _____).
6. I will take full responsibility for, and hold harmless Released Parties 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 NWARP activities. (Initial here _____).
7. I agree that I will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual. (Initial here _____).
8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in NWARP activities. (Initial here _____).
9. I further 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 NWARP activities which are in any way connected to or with the Released Parties. (Initial here _____).
10. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian. I waive and release any and all legal rights that may accrue to me, to my minor child, or to the minor child for whom I am (adult) legal guardian, as the result of any injury or damage that my minor child, the minor child for whom I am (adult) legal guardian, or I may suffer while engaging in NWARP activities. (Initial here _____).
11. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in NWARP activities including any claims related to the negligence of the Released Parties by any of the undersigned. (Initial here _____).

12. Photo and Productions Rights: I agree that all rights, property, and interest in any photograph, broadcast by radio, television, motion pictures, home video productions or by any other means or media (including any transcriptions of any such broadcast) of any NWARD activities, as well as any and all receipts there-from, belong to NWARD for its exclusive and unlimited use. I further agree that NWARD or its assigns, on a non-exclusive basis, may use my name and pictures (including pictures of my racing equipment and pictures taken during NWARD activities) for any purpose and in any media including, but not limited to, television, motion pictures, advertising, trade, home video production or any lawful purpose, and I waive any right to inspect or proof the finished version. I also understand that NWARD may, from time to time, engage a sports marketing firm to, among other things, promote the image of the NWARD activities, and I agree to cooperate with NWARD and its sports marketing firm in such efforts. (Initial here _____).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

This the day of: _____ 20_____

Signature of Adult Participant: _____

Name of Adult Participant (Please Print): _____

Address: _____

City: _____ State: _____ Zip: _____

PARENTS RELEASE (To be completed if Rider is under 18 years of age)

I am the parent or legal guardian of (Print Rider's Name)_____. I have the authority of my spouse (if married) to sign this agreement as my spouse's agent and on my spouse's behalf. I understand that my signature, under oath, may subject me to penalties of perjury if any of the above statements are not true and correct. In consideration of and as inducement to NWARD permitting my child (the rider) to participate in activities on the property of NWARD and its affiliates. I, for myself, my spouse, my child, our heirs, personal representatives and assigns, do waive and release any and all damages and claims for which I, or they may have against NWARD and/or MLI, or any of their officers, directors or employees, of or by reason of any loss, damage or injury (including death) which may occur to my child and NWARD, their heirs, successors and assigns, and their officers, directors, employees, sponsors and all others associated with the event, from any and all liability, loss, claims, demands and possible causes of action that may accrue to my child, myself, and/or my spouse, by reason of participation in the event or entry upon the premises where the event is being held.

Name of Minor Child: _____

Parent or Guardian of Minor Child (Please Print): _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby make oath and say that to the best of my knowledge and belief all statements set forth in this release are true and correct. Intending to be legally bound hereby, I have hereunto affixed my hand and seal this the day of: _____ 20_____

Parent Signature: _____