

BUNDY HILL

"OFF-ROAD" RECREATION, LLC

MINOR FORMS

A minor is a driver/rider or spectator under the age of 18.

Please fill out:

1. Consent, Release, Waiver of Liability, Assumption of Risk
And Indemnity Agreement for Minor
2. Forms MUST be notarized if parent is not present

Thank you for your cooperation.

BUNDY HILL RECREATION CO.

9660 E. Chicago Rd.
Jerome, MI 49249

**WAIVER OF LIABILITY AND INDEMNITY CONSENT AGREEMENT FOR
BUNDY HILL "OFF ROAD PARK" RECREATION, LLC & BHOWA**

I/We the parent, or custodial parent if divorced, or legal guardian hereby authorizes

(Name of Child) _____ **(Date of Birth)** _____ **Date(s)** _____

IN CONSIDERATION of allowing the above 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 to be 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 THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified above) 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.
2. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge, and covenant not to sue the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, all persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors and lessees of premises used to conduct the Event, 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 undersigned, 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 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.
3. 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 occur 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 Release 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.
6. It is understood by me that **my child is participating AT THEIR OWN RISK** and that I, as the parent, or custodial parent if divorced, or legal guardian, have full legal authority to execute this Consent and Release, Hold Harmless, Assumption of Risk and Indemnification Agreement required to be executed by me prior to my child participating this day.

I understand this Release, Hold Harmless, Assumption of Risk and Indemnification Agreement waives valuable legal rights for me and my child and creates obligations for me to **BHOWA & BUNDY HILL RECREATION, LLC** I understand my child may suffer serious and permanent injuries or death as a result of participation. I understand that this contract releases and holds harmless **BHOWA & BUNDY HILL RECREATION, LLC** and their officers, directors, shareholders, agents, servants, employees and licensees from any and all liability for injury, death or property damage including that caused by the negligent acts of omission or commission by **BHOWA & BUNDY HILL RECREATION, LLC** and their officers, directors, shareholders, agents, servants, employees and licensees to the fullest extent of the law.

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 represent that I have legal custody or am the parent / guardian

(Initials)

Printed Name of Parent/Legal Custodian

Signature of Parent/Legal Custodian

Driver's License Number

10 Digit Phone Number

Person and Phone Number to Contact in Emergency

Person (Please Print)

Phone Number

Notary Public:

Signature: _____

Printed: _____

Date: _____

My Commission Expires: _____

Seal

OR Received by: _____

Bundy Hill Recreation Representative