



BOOMTOWN MOTOCROSS, LLC

City of Casper Wyoming Motocross Facility

RELEASE AND WAIVER

IN CONSIDERATION of being permitted to enter upon, be present at, or use the City of Casper Wyoming Motocross Facility (herein after referred to as the "Premises"), for any and all purposes and activities including, without limitation, the operation, engagement, practice, racing (competitive or otherwise), or maintenance of any motorized mode of transportation, including without limitation, ATV's and motorcycles, any and all other activity thereto, including without limitation the passive, casual or active observance of any of the aforementioned purposes and activities (hereinafter collectively referred to as the "Activities"), the undersigned, on behalf of the undersigned, the undersigned's personal representatives, heirs, next of kin, and any and all persons using the premises for the Activities as a guest of the undersigned (hereinafter referred to as the "Undersigned") agrees as follows:

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 the owner or lessor of the Premises, and individual(s) engaging in the Activities, the City of Casper, rescue personnel, and the Premises inspectors, surveyors, sponsors, donors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, their directors, officers, agents and employees (hereinafter referred to as "Releasees", from all liability to the Undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, whether caused by the negligence of the Releasees or otherwise.
3. 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 arising out of or related to the use of the Premises for the Activities whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the use of the Premises for the Activities whether caused by the negligence of Releasees or otherwise. Hereby further acknowledges that such Activities are covered by the Wyoming Recreation Safety Act (Wyo. Stat. Ann. § 1-1-121 et. seq.) and as such, the Releasees as a provider of a recreational opportunity have no duty to protect participants from 'inherent risks' of the particular sport or recreational opportunity.
5. Hereby acknowledge that the Activities are very 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 negligent rescue operations or procedures of the Releasees.
6. Hereby agrees that 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 law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. Hereby agrees that while on the Premises that pictures, video and audio may be taken of my image, likeness and sound. Such recordings, regardless of form may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily and 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 allow by law.



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I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily and 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 allow by law.

*** Individuals with the same address may use this same waiver form***

Printed Name _____ Signed _____ Date _____

Printed Name _____ Signed _____ Date _____

Printed Name _____ Signed _____ Date _____

Printed Name _____ Signed _____ Date _____

Printed Name _____ Signed _____ Date _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

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

IN CONSIDERATION of my minor child ("the Minor") being permitted to practice and or race on and be admitted to the grounds in and around the City of Casper Wyoming Motocross Facility practice and race facility:

That all of the provision contained above applies to my minor child and that I know the nature of the activity and the Minor's experience and capabilities, and believe the Minor is capable of participating in the practice and or races. I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE AREA AND TO REFUSE TO PARTICIPATE IN THE PRACTICE FURTHER. All waivers, covenants and releases written above apply to my child as well. I consent and have the authority to consent (whether actual or as the minors agent), to the Minor's participation in the practice and or race and access into the Premises and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the owners, lessors, promoters, racing associations, sanctioning organizations or any subdivision thereof, track operators, and officials FROM ALL LIABILITY.

Parent Name Printed _____ Signed _____ Date _____