

## SWITCHBACKMX, LLC WAIVER, RELEASE, CONSENT

Please read and sign below. This is a legal contract. Your signature below shall certify that you understand the following information, terms and conditions, and that you agree to comply. You cannot participate without a signed waiver.

I hereby waive, discharge and hold harmless SwitchbackMX, LLC from all liability as a result of utilizing my, or others, personal recreational vehicle (bike/quad etc...) or participating for any purpose while on the premises during calendar years 2016 and 2017.

I further understand that accidents, with fatalities, serious bodily injuries, and/or property damage, can occur as a result of riding a high performance off-road vehicle. Knowing the risks involved, I nevertheless agree to assume those risks and to release all persons or entities mentioned above, including their employees, heirs, executors, agents, vendors/supplies, and representatives, from any liability, loss, damage, costs, claims, lawsuits and/or causes of action including, but not limited to, all bodily injury, whether acute or chronic, emotional trauma and suffering, financial loss, death, illness, or property damage arising directly or indirectly as a result of any event or action occurring on these premises.

I also understand that if I am injured or become ill, I agree that SwitchbackMX or any of its employees will not be held liable should I/they render medical assistance.

I will obey all the rules and regulations. I further understand that violating any rule or riding or racing in an unsafe or reckless manor or displaying unacceptable behavior, are grounds for ejection from the premises.

I agree that this waiver is complete and binding on my heirs, representatives and assigns. I agree that if I or my heirs, or anyone acting on their or my behalf, should bring about any legal action, that I/they shall pay all legal fees and related court and defense costs should I/they not prevail, and will bear my/their own costs if I/they do.

Initials \_\_\_\_\_ by initiating I verify that I have read and understand this waiver form.

**Continued on other side** 

## **SWITCHBACKMX, LLC WAIVER, RELEASE, CONSENT**

Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining provisions shall continue to be valid and in force.

Having had ample time and opportunity to raise any concerns or questions that I may have, and having read and understand the information, I certify my acceptance of the aforementioned provisions by signing below. I am in good health and physical condition. I am voluntarily participating with knowledge that dangers are involved and agree to assume all risks.

I have read the owner's manual carefully for my/the vehicle(s), bike and or quad and will follow the operating procedures described within.

### **COMPLETE THE BELOW WITH THE RIDER'S INFORMATION**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Date of Birth: \_\_\_/\_\_\_/\_\_\_ Driver's License #, if applicable: \_\_\_\_\_

Emergency Contact Name/ Phone #: \_\_\_\_\_

This waiver is valid for this date and other dates in 2016 and 2017. You have the right to review this waiver at anytime in the future. If any information changes (phone numbers, address, etc...), please amend this waiver.

### **ONLY COMPLETE THE BELOW IF THE RIDER IS UNDER 18**

If you are under (18), the following must be signed by your parents or legal guardian: I, being the parent or guardian of the above, having read and understand this complete waiver, do hereby adopt entirely the above recited "Waiver and Consent".

Signature: \_\_\_\_\_ Name (print) : \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_ Driver's License #: \_\_\_\_\_