

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION, AND RISK AND INDEMNITY AGREEMENT
MADAWASKA FOUR CORNERS PARK ASSOCIATION (registered 501 (c) (3))**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any **MADAWASKA FOUR CORNERS PARK ASSOCIATION's** event or activities or being permitted to enter for any purposes and 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), I, myself, my personal representatives, heirs, and next of kin:

1. **ACKNOWLEDGE, AGREE AND REPRESENT** that I have or will immediately upon entering any of such RESTRICTED AREA(S) and continuously thereafter, will inspect the RESTRICTED AREA(S) which I enter, and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREA(S) and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREA(S) and or refuse to participate further in the event(s)
2. **HEREBY RELEASE, WAVE, DISCHARGE, AND COVENANT NOT TO SUE**, the promoters, participants, any subdivision thereof officials, motorcycle owner, riders, pit crew, rescue personnel, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss of control activities, regarding the premises or EVENT(S) and each of them, their directors, officers, agents, employees, for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY OR ALL LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY OR THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. **HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and their insurance carrier, and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. **HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE**, arising out of, or related to the EVENT(S) whether caused by NEGLIGENCE OR RELEASEES or otherwise.
5. **HEREBY ACKNOWLEDGE THAT THE ACTIVITIES OF THE EVENT(S) ARE POTENTIALLY VERY DANGEROUS** and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OR RELEASES.
6. **IF, DESPITE THIS RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES, NAMED ABOVE, I AGREE TO INDEMNIFY AND SAVE, AND HOLD HARMLESS THE RELEASEES AND THE INSURANCE CARRIER AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, LIABILITIES, DAMAGES OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
7. **HEREBY AGREE 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 the law 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.

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 SUBSTANCIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME HERE

SIGN NAME HERE

State of _____

County of _____

Subscribed and sworn (or affirmed) before me

This ____ day of _____ in the year _____

IMPORTANT: DO NOT PRE-SIGN. YOU MUST SIGN IN THE PRESENCE OF THE NOTARY

Notary Public
My Commission Expires _____

Failure to provide a completed waiver and release of liability form with your registration to the Madawaska Four Corners Park Association will make you ineligible to participate in the event.