

XMR COMPETITION MEMBERSHIP WAIVER FORM:**Race location: WEST YELLOWSTONE**

In consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the event(s) 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), each of the undersigned, for him/herself legal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect the restricted areas, which he/she enters, and he/she further agrees and warrants that, if at any time he/she is in or about restricted areas, and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary, will leave the restricted areas and/or refuse to participate further in the events).
2. Hereby releases, waives, discharges, and covenants not to sue XMR, or the promoters, participants, racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, drivers, pit crews, rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event(s), premises and event inspectors, surveyors, underwriters, 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 each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees" from all liability to the undersigned, his legal representatives, assigns, heirs, and next of kin 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 event(s), whether caused by any partial or sole 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 event(s) whether caused by any partial or sole 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 event(s), whether caused by the partial or sole negligence of Releasees or otherwise.
5. Hereby acknowledges that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of 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 partial or sole 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.
7. Hereby agrees that photographs, video productions and telecasts may be made of the undersigned either alone or together with others, during the race event or at such times or places as XMR and or an XMR affiliate shall designate. The undersigned agrees that all rights in such photographs, video productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to XMR and or an XMR affiliate, its successors or assigns. XMR may make whatever use of such photographs, video productions and telecasts as it or they may desire. The undersigned hereby grants to XMR and or an XMR affiliate, its successors and assigns, the nonexclusive right to use the undersigned's name or likeness for any and all commercial benefit and purpose, without limitation, in perpetuity, throughout the universe, in all media.
8. Hereby agrees to Indemnify and hold harmless XMR and or an XMR affiliate, and their respective directors, agents, licensees, employees, successors and assigns from and against all claims, liability, loss or expense, including reasonable attorney's fees, which may result from the use of the above.
9. Hereby agrees to pay a weekend membership fee of \$30 if an annual XMR membership was not purchased prior to race day.
10. Hereby agrees that no good, item, or product ("Product") of any form or type shall be conveyed, distributed, handed out, gifted or given away without a charge reasonably related to the value of the Product to any other XMR member, patron, or guest without the prior written consent of XMR.

I have read this release and waiver of liability, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily, without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to greatest extent allowed by law.

I HAVE READ THIS WAIVER

I HAVE READ THIS WAIVER

Driver - Print Name

Driver - Signature

Date