

## **Hawaii Motorsports Association**

### **ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT / WAIVER**

I/We, the undersigned, hereby declare and acknowledge that I/We know and recognize there are risks and dangers involved in using, riding at, and participating in contests at the Waialeale Off Road Motorcycle Facility, and I/We know and /or have been advised of the physical composition of the above-described real property and fully acknowledge that my / our willingness to assume all risks incident to such use and participation without liability, in manner whatsoever, on the part of the Hawaii Motorsports Association, the owners and lessee of the land on which said Association's events are held, or any and all of the sponsoring clubs and their members.

I/We, therefore, declare that I/We assume all risks incident to the entry and use of said real property and participation in the activities, events and contests sponsored or participated in by the Hawaii Motorsports Association and I/We hereby release, acquit and forever discharge the Hawaii Motorsports Association, the owners and lessee of said property, their officers, agents, employees or representatives and all other sponsoring clubs and their members from any liability, claim demands, action or right of action for death, personal injury or damage to personal property, however caused. I/We may have, or which may accrue in favor of me / us heirs, executors, administrators and representatives, or any of them, in any way growing out of or resulting from or rising in connection with my/ our presence, on or in said real property or while participating in any activity, event or contest sponsored or participated by the Hawaii Motorsports Association.

I/We further release, acquit and forever discharge the Hawaii Motorsports Association, Inc., the State of Hawaii, the United States Government, their officer, agents, employees, representatives and all other individuals who might be using said property from any claim or right of action unless it can be established that such claim or right of action resulted from gross negligence, intoxication or willful misconduct.

To the extent permitted by law, I/We hereby waive any and all claim or right of action that may accrue to any minor child or children that I/We either bring upon said real property or allow to go upon said property of allow to participate in any activity \, event or contest sponsored or participated in by the Hawaii Motorsports Association. I/We further agree to protect the Hawaii Motorsports Association and the owners of said real property against any actions, claims or demands by said minor child or children, or by any other person or persons on account of charges of any participated in by the Hawaii Motorsports Association, and I/We also agree to reimburse and make good to the Hawaii Motorsports Association and said owners any loss, damages or cost they may have to pay as a result of any such action, claim or demand.

I/We further agree to hold the Hawaii Motorsports Association and the owners and lessee of said property free from all liability or loss by reason of injury to any person or property, from whatsoever cause if said claims arise out on my/our activities or neglect while in or on said real property, or in any way connected with said property, or while participating in any activity, event or contest sponsored or participated in by the Hawaii Motorsports Association, including any liability for injury to my / our person(s) and / or property. I/We hereby convent and agree to and shall indemnify the Hawaii Motorsports Association and the owners of said real property and save them harmless from any and all liability, loss, cost or obligation on account of, or arising out of any such injury or losses however occurring.

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RIDER SIGNATURE (PARENT OR GUARDIAN SIGNATURE FOR MINOR)

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PRINT NAME ( PARENT / GUARDIAN)

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DATE