

PLEASE READ CAREFULLY AND SIGN
ACKNOWLEDGEMENT OF ASSUMPTION OF RISK
WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

In consideration of the use of the Puunene Motocross Track (hereinafter known as the "facility") operated by the Maui Motocross Association, the undersigned hereby acknowledges that he/she understands that the use of the "facility" is accompanied by risk including possible injury or death. MMA does not guarantee the safety of this "facility" or any event/activity/contest held at this "facility" and is not expected to perform any duty with respect to the same, but make the (hereinafter known as MMA), the undersigned hereby acknowledges the he/she understands that the use of the "facility" is available AS IS for the use of those who understand and accept the high risks of such use. The undersigned assumes those high risks. The undersigned acknowledges this understanding and assumption of risk by hereby initialing: _____

Furthermore, the undersigned waives liability, releases and agrees to defend, indemnify and hold MMA and its Board Of Directors, officers family members, the County Of Maui, the State Of Hawaii, Alexander & Baldwin, Hawaiian Commercial & Sugar Co., Sponsors, Promoters, Participants, Spectators, Officials, Pit Crew, Advertisers, any and all sponsoring clubs and their members, and all of their officers, agents, employees, or representatives(Released Parties) harmless from any and all liability for any and all present and future personal injuries or death, property damage claims, costs of defense and attorney's fees against "Released Parties", including, but not limited to, those arising from the use, condition or supervision of the "facility", even fro any negligence on the part of the "Released Parties" with respect to these.

The undersigned further agrees the he/she or the minor child will abide by all rules and regulations of MMA while using the "facility" and/or participating in any event/activity/contest held at this "facility" at any time. The undersigned further agrees to abide by the requirements of having to wear safety equipment including but not limited to, MMA approved helmet, goggles, gloves, proper riding gear, and riding boots each time the undersigned uses a motorcycle/quad of any type at the "facility".

The undersigned further warrants that he/she or the minor child of the undersigned has proper medical insurance to cover any medical expenses incurred as a result of participating in any event/activity/contest or any other use of the "facility". The Undersigned agrees to provide all required medical information necessary to meet said requirements to be kept on file with MMA together with membership waiver form.

The undersigned hereby gives permission to MMA to give consent for whatever emergency medical attention is necessary fro the undersigned and his/her child/children, should the undersigned be unable to consent, at the cost of the undersigned.

The undersigned acknowledges the he/she has read and understands the policies, rules, regulations set forth by MMA and will abide by the same as dictated by MMA.

In WITNESS WHEREOF, the undersigned has executed the foregoing as his/her free act and deed and further warrants that he/she is 18 years of age or that the parent/legal guardian of the of the minor child who will be using the "facility" and/or participating in any event/activity/contest is also and undersigned, and that such child has sufficient understanding to make this agreement.

DATE: _____

SIGNED: _____
Member/User- Signature

MINOR DOES NOT SIGN WAIVER

Member/User Name-PRINT CLEARLY

Minor Child's Name-PRINT CLEARLY

SIGNED: _____
Parent/Guardian signature

Parent/Guardian's Name-PRINT CLEARLY

State of Hawaii }
County of Maui }

On this ____ day, of _____, _____ before me personally appeared _____, to me known. To be person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act. And deed for the purpose set forth hereinabove.