



Administration Only
SETTLED _____
Membership _____
Date Filed _____

**Rider Membership Application - Please Print clearly**

\* Name: \_\_\_\_\_ \* Birth Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Email: \_\_\_\_\_

\* Address: \_\_\_\_\_ \* City: \_\_\_\_\_

\_\_\_\_\_ Province: \_\_\_\_\_

\* Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

\* Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_ Contact: \_\_\_\_\_

Health Card # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Medical Notes: \_\_\_\_\_

**Rider Info**

\* Years Riding? \_\_\_\_\_ Year(s). First Time Riding [ ]

\* Rider Class: Recreation [ ] Pee-Wee (50cc/65cc) [ ] Racer [ ] Int/Pro [ ]

Club(s)? (CMRC, etc...) \_\_\_\_\_

**Bike Information - ATV CLICK HERE [ ]**

Year of Bike \_\_\_\_\_ Make of Bike \_\_\_\_\_ Size of Bike \_\_\_\_\_ Bike # \_\_\_\_\_

**I AGREE TO READ AND ABIDE BY THE RULES POSTED AT MOTOPARK. I HAVE READ THE INFORMATION CONTAINED IN THE WAIVER I HAVE SIGNED ON THE REVERSE SIDE.**

\_\_\_\_\_  
SIGNED

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARENT SIGNATURE IF UNDER 18

\_\_\_\_\_  
ACCEPTED BY MOTOPARK

# WAIVER, INDEMNITY AND RELEASE FROM LIABILITY

**RIDING VEHICLES OFF ROAD IS DANGEROUS. THAT IS WHY WE HAVE THIS WAIVER.**

**PARTICIPANTS TAKING PART IN ACTIVITIES AT MOTOPARK, AND ADJOINING PROPERTIES AGREE TO VOLUNTARILY AND WILLINGLY ASSUME THE RISKS INVOLVED. BY SIGNING THIS RELEASE I RECOGNIZE THAT I AM GIVING UP THE RIGHT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST LAND OWNERS, PARK EMPLOYEES, AND THE VARIOUS COMPANIES THAT HOLD EVENTS AT MOTOPARK.**

Whereas the individual named below, (hereinafter referred to as the "participant") desires to take part in various events, races, schools, training, trail riding and riding practice (hereinafter referred to as "events"), for Off Road Vehicles, Motorcycles, Snowmobiles and All Terrain Vehicles, on their own, borrowed or rented equipment at MOTOPARK and adjoining properties.

And whereas events held at the park are owned, operated and carried on by MOTOPARK, its employees, various landowners, individuals, associations, clubs, trainers and companies (hereinafter referred to as "the operators"). And whereas the operators are unwilling to allow the participant to compete or take part in any of the various events unless the participant and his parent, if under 18 years of age, agree to assume full responsibility for any loss, injury or damage which the participant might sustain while participating.

Witnesseth that in consideration of other good and valuable consideration and covenants herein contained:

The participant and his parent, if under 18 years of age, covenant and agree:

1. To release and forever discharge the operators of and from all manner of actions, cause of actions, suits, claims and demands of whatsoever nature or kind which they ever had, now have or which they, their heirs, executor, administrators, successors and assigns or any of them hereinafter can, shall or may have for or by reason of the death or injury, damage, or loss to the participant arising out of or in any way attributable to the participant's competing, or otherwise taking part in the operators various events.
2. To indemnify and save harmless the operators against and from all actions, causes of action damages, suits, claims and demands of whatsoever nature or kind (including legal costs incurred in respect thereto) in respect of, or arising out of, the participant's competing or otherwise taking part in the operators various events, which against the operators the participant ever had, now has or which the participant, their heirs, executors, administrators, successors and assigns or any of them, hereinafter can, shall or may have and which may hereinafter be brought against the companies by or on behalf of the participant, his heirs, executors, administrators, successors and assigns or any of them.
3. Not to take action or bring any proceedings arising out of or in any way connected with the participant's competing or otherwise taking part in the operators various events against any other person or corporation which might claim contribution or indemnity from the operators.
4. The terms hereof shall be binding upon the participant and their parents, if under 18 years of age, notwithstanding that the death or injury, damage or loss to the participant or caused by the participant may have been caused or contributed to by the negligence of the operators.
5. The term, the operators, as used herein shall include the operators, their members, officers, directors, servants, agents, the various event organizers, sponsors, trainers, staff, affiliates and each of their respective heirs, executors, administrators, successors, assigns, agents, officers, servants and representatives.
6. The terms hereof shall be binding upon the undersigned as well as their respective heirs, executors, administrators, successors and assigns.

In Witness whereof, the participant and their parent, if under 18 years of age, have hereunto affixed their hands on this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

Print Participant Name \_\_\_\_\_ Allergies or Special Medical Instructions \_\_\_\_\_

Participant Signature \_\_\_\_\_ Parent or Guardian \_\_\_\_\_

Witness \_\_\_\_\_

Operating Co. 2241780 Ontario Inc. 0/A MOTOPARK --Landowner 622794 Motopark Road Holdings Inc.



# PARENTAL CONSENT



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

\_\_\_\_\_  
*Description and location of scheduled event(s) (the "EVENT")*

\_\_\_\_\_  
*Date release signed*

In full or partial consideration for allowing my minor child/ward to participate in all related activities of the EVENT, I hereby warrant and agree that:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely \_\_\_\_\_; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward, that there is the risk of serious injury and death in participation, whether as a competitor, student, official or worker, in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this EVENT, and that his/her protective clothing, gear and equipment is fit and appropriate for his/her use in this EVENT; and
4. I understand, and will instruct my minor child/ward, that regardless of his/her role, all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness, or that of his/her protective clothing, gear or equipment, for continued safe participation in the EVENT.

**I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:**

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in the EVENT by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against any person(s), entities, or organization(s) associated in any way with the EVENT including the track owners and lessees, promoters, sanctioning bodies, racing associations, or any subdivision thereof, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, event inspectors, underwriters, consultants, and others who give recommendations, directions or instructions, or engage in risk evaluation and loss control activities, regarding the EVENT or event premises, or any one or more of them, and their respective directors, officers, employees, contractors, agents and representatives (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or presence at the event facilities or my child's/ward's participation in any part of, or presence at, the EVENT, due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES; and
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in any aspect of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. AN AGREEMENT that this document be governed by the laws of the Province in which the EVENT occurs.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES.**

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Printed name of Parent/Guardian

\_\_\_\_\_  
Signature of Witness



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MINOR PARTICIPANT

ASSUMPTION AND ACKNOWLEDGMENT OF RISK

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*Description and location of scheduled event(s) (the "EVENT")*

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*Date release signed*

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the **EVENT** is not permitted without my execution of this document. I hereby warrant and agree that:

1. I know that there are significant risks including the risk of serious injury or death associated with participation, whether as a competitor, student, official or worker in all forms of motor sport and in particular in being allowed to enter, for any reason, any restricted area; and
2. I acknowledge and accept these risks and all other risks associated with participation in this **EVENT** even if arising from negligence or gross negligence, including any worsening of injuries caused by negligent rescue operations or procedures, of the event organizer, the event venue(s) and of any and all persons associated therewith or participating therein; and
3. I understand that all applicable rules for participation must be followed, regardless of my role, and that at all times **THE SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME;**
4. I will immediately remove myself from participation in the **EVENT** and notify the nearest official, if at any time I sense any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my protective clothing, gear or equipment, for continued safe participation in the **EVENT**; and
5. I am \_\_\_\_\_ years of age.

**I HAVE READ AND UNDERSTAND THIS DOCUMENT AND I AM AWARE THAT BY SIGNING THIS ASSUMPTION AND ACKNOWLEDGMENT OF RISK I AND/OR MY PARENTS/GUARDIANS MAY SURRENDER CERTAIN LEGAL RIGHTS.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT**

*Signature of Minor Participant*

*Printed name of Minor Participant*

*Signature of Witness*