



RIDER MEMBERSHIP APPLICATION

Please Print clearly

Name _____

Birth Date _____ - _____ - _____
 YYYY MM DD

Email _____

By entering your email address, you agree to sign up for our newsletter.

Main Phone _____

Address _____

City _____

Province (Ontario []) _____

Country (Canada []) _____

Postal Code _____

ADMINISTRATION ONLY

[] Cash [] Card

Payment Amount _____

- [] Day Pass (\$35, already a member)
- [] Membership (\$40 + \$35 ride fee = \$75)
- [] 5 Rides Pass (\$170, includes membership)
- [] Individual (\$450, unlimited membership)
- [] Family Pass (\$800, unlimited membership)

All memberships are good for 365 days from the date of purchase.

RIDER INFORMATION

Bike or ATV?

[] Bike or [] ATV

Rider Class

- [] Mini Track Rider
- [] Recreation
- [] Racer

Years Riding _____

PRIMARY MACHINE INFORMATION

Make of Machine

- [] Yamaha
- [] Honda
- [] Kawasaki
- [] Suzuki
- [] KTM

Other _____

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 On
OTHERSIDE**



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** or if under 18, the participant and parent or legal guardian sign on today's date:

TODAY'S DATE, Year: _____ **Month:** _____ **Day:** _____

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 AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities 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, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST 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.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME and AGE OF MINOR PARTICIPANT



MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

**I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY,
UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS