



WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM OWNER LIABILITY QUALIFYING AND ATV SHOWDOWN FOR FISHERS ATV REUNION 2010

I, _____, on behalf of (hereinafter referred to as "CHILD") **HEREBY WAIVE AND RELEASE**, indemnify, hold harmless and forever discharge, the land owners, and any and all volunteers and paid employees associated with the Fisher's ATV World Reunion, ATV Showdown competition, and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said CHILD will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. That injuries involving rough terrain and motorized vehicles are common and rider/driver assumes the risk of any and all accidents, mishaps, collisions etc. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me or my property, that I or said CHILD may have against the aforementioned released party to such activity. CHILD has the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility, except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract equity or otherwise including any claims of personal injury, death or damage to personal property associated with the Fisher's ATV World Reunion, ATV Showdown competition including but not limited to using the terrain or surrounding land for any use including: walking, jogging, picnicking, hiking, mountain cycling, or other related activities on and off the premises including use of all motorized vehicles whether deemed safe or otherwise. I further understand that makes or claims or representations about fitness for use of the land for any particular purpose and that said CHILD is using property at CHILD'S own risk.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties. The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

Medical Conditions. CHILD is subject to the following allergies or medical conditions, and I authorize the facility to disclose these conditions to a physician or other medical professional in the event said CHILD.

Should the child require medical care: _____

Date _____

Print Name Of Child _____

Print Name of Parent (Guardian) _____

Signature of Parent (Guardian) _____

