

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of **New East Extreme Dirt Track Inc**, their agents, owners, officers, volunteers, participants, employees, sponsors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NEEDT or "ATV Extreme Dirt Track National Championship Series"), I hereby agree to release, indemnify, and discharge New East Extreme Dirt Track Series, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in racing track event practices and activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: accidents involving other vehicles; collision with fixed or movable objects; slips and falls; the possibility of rough terrain; drivers may be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers, equipment, or other objects; the condition of the track; injuries can be sustained from the track, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; musculoskeletal injuries including head, neck, and back injuries; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, viruses, disease, insect bites, and hazardous plant life; further, passengers can be thrown off their machine which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity. Furthermore, New East Extreme Dirt Track Inc. and track owners, promoters, board members, volunteers, event staff and employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. By signing you agree to take full responsibility for these risks.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless New East Extreme Dirt Track Inc. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of New East Extreme Dirt Track or Event owners or lease's equipment or facilities, including any such claims which allege negligent acts or omissions of New East Extreme Dirt Track Inc.
4. Should New East Extreme Dirt Track Inc. or event staffing or owners or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against New East Extreme Dirt Track Inc, I agree to do so solely in the state of the event, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against New East Extreme Dirt Track Inc. on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.
- 7.) I agree by signing this release to abide by all rules and procedures as set forth by the New East Extreme Dirt Track Inc. and by signing I acknowledge that I have read and aware of all rules set prior to entering an event as set by the series membership agreement in rules. Rules are available at [www.ne-edt.com](http://www.ne-edt.com) .

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_ 20 \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by DWL to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DWL from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_