

Lincoln Sports Foundation. Inc. Motocross Track Thomas Tracks

READ CAREFULLY THIS IS A LIABILITY RELEASE **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Event Description: Use of Motocross Track 2024

In CONSIDERATION of being permitted to participate in any way in the Event(s) (as hereinafter defined) and/or being permitted to enter for any purpose any RESTRICTED AREAS (defined to be any area of the Lincoln Sports Foundation, Inc. Motocross Track and related facilities which requires special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), the undersigned hereby signs this Release and Waiver of Liability and Indemnity Agreement (this "Agreement") and agrees that:

1. The undersigned acknowledges that he or she knows the nature of the Event(s) and his or her experience and capabilities, and is (a) qualified and in good health and proper physical condition to participate in the Event(s) and (b) not under the influence of alcohol or any prescription drugs which would impair the undersigned's ability to safely participate in the Event(s). The undersigned has inspected or will inspect the premises, facilities and equipment to be used by the undersigned in the Event(s) or with which the undersigned may come in contact and accepts sole responsibility for his or her conduct and actions while participating in the Event(s) and for the condition and adequacy of the equipment used by the undersigned. The undersigned acknowledges that he or she is familiar with the rules and regulations established for the Event(s) and agrees to abide by those rules and regulations. The undersigned shall be responsible for his or her safety and well being at all times and under all circumstances while at the Event(s). If the undersigned believes the Restricted Areas or any condition on the property to be unsafe, he or she will immediately leave the Restricted Area and refuse to participate further in the Event(s) and immediately notify Restricted Areas Officials.

2. The undersigned fully acknowledges, understands and agrees that: (a) the activities of the Event(s) are very dangerous and participation in the Event(s) and/or entry to the Restricted Areas involve risks and dangers of loss or damage to equipment and property, and serious bodily injury, including but not limited to permanent disability, paralysis, and death (the "RISKS"); (b) these Risks may be caused by the undersigned's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the generally dangerous nature of the Event(s), the condition and layout of the premises and equipment, contact with other participants, adverse weather conditions, or the negligence of the Released Parties (as hereinafter defined); (c) the Risks may include risks and dangers not known to the undersigned or that are not readily foreseeable or anticipated at this time; and (d) the social and economic losses and/or damages that could result from the Risks could be severe and permanent.

3. The undersigned hereby accepts and assumes all liability for all such Risks, known and unknown, and assumes all responsibility for any losses, costs and damages caused by or related to such Risks, including injury, disability, paralysis and death, even if caused in whole or in part by the negligence of any one or more of the Released Parties.

4. The undersigned hereby releases, discharges, and covenants not to sue the promoters, participants, racing associations, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, motorcycle owners, riders, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct 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), including but not limited to the Lincoln Sports Foundation, Inc., Lincoln Sports Foundation, Inc. Motocross Track, Thomas Tracks, Lower Platte South N.R.D., and Lancaster County, and each of them, their directors, officers, members, managers, agents, and employees, (collectively, the "RELEASED PARTIES") from all liability to the undersigned and his or her personal representatives, assigns, heirs, and next of kin, for any and all claims, causes of action, demands, losses, or damages on account of any injury or loss, including but not limited to death or damage to property, caused, connected to, resulting from or arising out of the Event(s), including those caused in whole or in part by the negligence of the Released Parties or otherwise.

5. If, despite this Agreement, the undersigned or anyone on the undersigned's behalf makes a claim against the Released Parties, the undersigned agrees to indemnify and hold harmless the Released Parties and their respective insurance carriers, and each of them from any and all claims, demands or suits, or any judgments, fines, penalties, expenses, attorney's fees, losses, liability, damage (including direct and consequential or special) or cost that in any way

arises out of, relates to or results from the undersigned's participation in the Events, whether the claim is based on the negligence of one or more Released Parties or otherwise.

6. In the event that the undersigned sustains any injury in any Restricted Areas, the undersigned agrees and consents that any rescue personnel or medical personnel may release such medical information about the undersigned or his or her condition to representatives of the promoter, sanctioning organization, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers.

7. For purposes of this Agreement, "EVENT(S)" shall mean any and all events, competitions, races, exhibitions, open riding sessions and any other activities and any other use of the Lincoln Sports Foundation, Inc. Motocross Track in Lincoln, Nebraska.

8. In the event that any of the provisions contained in this Agreement or any portions thereof are unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining terms and provisions of this Agreement, and each such unenforceable or invalid portion hereof shall be severable from the remainder of this Agreement and the remainder of this Agreement shall be interpreted as if such unenforceable or invalid portion hereof had not been included as a part hereof. This Agreement shall be governed by the laws of the State of Nebraska.

9. The undersigned represents that he or she is at least 19 years of age, or that as the parent or (adult) legal guardian. The undersigned waives and releases any and all legal rights that may accrue to the undersigned, to his or her minor child or to the minor child for whom the undersigned is the (adult) legal guardian, as the result of any injury or damage that the undersigned or the minor child may suffer while engaging in the Events.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS AND THAT BY SIGNING IT THE UNDERSIGNED GIVES UP SUBSTANTIAL RIGHTS HE OR SHE WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES ARISING FROM THE EVENTS, INCLUDING THOSE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS SIGNED BELOW VOLUNTARILY AND OF HIS OR HER OWN FREE WILL AND AGREES TO BE BOUND BY IT.

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

SIGNATURE

WITNESS

PRINT NAME

STREET:

CITY:

STATE:

ZIP:

MINOR RELEASE

THE UNDERSIGNED CONSENT TO THE MINOR'S PARTICIPATION IN THE EVENT(S) AND ENTRY INTO RESTRICTED AREAS:

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

NAME OF THE MINOR CHILD (PRINT)

WITNESS

PARENT OR GUARDIAN (SIGN NAME)

PARENT OR GUARDIAN (SIGN NAME)

PARENT OR GUARDIAN (PRINT NAME)

PARENT OR GUARDIAN (PRINT NAME)

STREET: CITY: STATE: ZIP

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20_____ personally came _____
to me personally known to be the identical person whose name is listed above and acknowledged the
execution of the same to be his or her voluntary act and deed.

Witness my hand and notary seal the same day and year last above written.

Notary Public

Notary Seal: