



BIKE AND EQUIPMENT RENTAL WAIVER AND RELEASE OF LIABILITY FORM

Rider (or legal guardian if Rider is a minor), states that Rider has read and understands this Waiver and Release of Liability Form of _____, its owners, agents and employees "USA BMX/BMX CANADA OR AFFILIATED TRACK OWNERS AND OPERATORS AND THEIR LANDLORDS OR SPONSORS" or "THE SANCTION" and hereby expressly accepts and agrees to the following:

Risk of Personal Injury. Rider understands that riding a bicycle is an inherently dangerous activity. Risks include, but are not limited to: DEATH; INJURY TO BODY; DAMAGE TO BIKES, GEAR, AND CLOTHING; AND DAMAGE TO AND/OR INJURY TO OTHERS.

Conditions and Representations. Rider has not made any misrepresentations to "THE SANCTION" including, but not limited to:

1. All basic instructions for the use of the Equipment have been provided to Rider and Rider fully understands how to use the Equipment.
2. Rider understands that wearing a helmet may decrease the risk of head injury. Rider has a helmet or "THE SANCTION" has provided one to Rider and Rider agrees to wear a helmet at all times while biking and accepts any and all consequences of not wearing a helmet. The track does not warrant suitability or fitness of any equipment and it is provided on an "as-is" basis.
3. Rider agrees that the Equipment is working properly.
4. Rider is physically and mentally able to ride a bike and is familiar with bike riding, its physical and mental requirements, and risks involved—especially to those risks associated with BMX racing and competition.
5. Rider is a member of the "THE SANCTION".

Release of all Liability (including Negligence). RIDER AGREES TO FULLY RELEASE AND DISCHARGE "THE SANCTION" FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages to Rider or other person or property, as a result of Rider's rental of the Equipment and/or bike riding and Rider further understands and agrees to release the track for any negligence in causing in whole or in part any such injury.

Express Assumption of Risks. RIDER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF BMX BIKE RIDING.

Promise Not To Sue and Hold Harmless. RIDER FURTHER AGREES TO INDEMNIFY "THE SANCTION" AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, OR CLAIMS, including attorney's fees and costs incurred by "THE SANCTION" as a result of the ride, the rider's rental, or use of the Equipment and/or bike riding. Rider agrees that Rider's obligation to indemnify and hold harmless applies even if "THE SANCTION" is negligent. Rider understands this is a contract, which limits Rider's legal rights, and it is binding upon Rider and Rider's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed the remaining portions will remain intact and enforceable.

By submitting this form you agree to this Waiver and Release of Liability, Rider acknowledges s/he has fully read and understands the above and foregoing.

Name of Rider	Parent or guardian name	Signature	Date
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Minors: Prospective Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The parent/guardian and Rider have read, understand and agree to comply with this Waiver and Release of Liability. By submitting this document, the parent/guardian agrees to each of the provisions above.