

GREAT PLAINS VINTAGE MOTOCROSS, LLC
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT - MINOR
[Please Read This Liability Release Carefully]

In consideration of my minor child ("Minor") being permitted to compete, ride, officiate, observe, work for or participate in any way in any Great Plains Vintage Motocross, LLC ("Great Plains") events or activities, as defined herein ("Event(s)"), or being permitted to enter for any purpose any Restricted Area, as defined herein, I, for myself, my minor child or children identified below, my personal representatives, heirs, and next of kin, do hereby execute this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Agreement") on behalf of the Minor as my knowing and voluntary act and, in doing so, I agree as follows:

1. For purposes of this Agreement, Event(s) shall mean any and all events, competitions, races, exhibitions, open riding sessions and any other activity or activities involving any form of motorcycle which take place on or in the vicinity of the Three Hills, Nebraska Motocross Track located at 6251 G. Road, Nebraska City, Nebraska 68410 ("Three Hills") for all events during the _____ season. The term Restricted Areas is defined as any area of the Three Hills, Nebraska Motocross Track and related facilities that require special authorization, credentials or permission to enter any area to which admission by the general public is restricted or prohibited. The term "I" means each parent of the Minor and shall apply to all parents of the Minor. (INITIAL HERE _____)

2. I acknowledge, understand and agree that (a) the activities of the Event(s) and/or entry to the Restricted Areas and motocross course involve risks and dangers of loss or damage to life and limb, including serious bodily injury involving permanent disability, disfigurement, paralysis and death, as well as damage to equipment and property (the "Risks"); (b) the Risks may be caused by the Minor's own actions, the Minor's inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the general 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 me or the Minor that are not readily foreseeable or anticipated at this time; (d) the social and economic losses and/or damages that could result from the Risks could be severe and could permanently change the Minor's future; and (e) the injuries the Minor receives may be compounded or increased by the negligent rescue operations or procedures of the Event(s) or anyone rendering medical care on the Minor's behalf in connection with any Event(s). (INITIAL HERE _____)

3. Minors **below the age of 16 are strictly prohibited** from competing in any Events at Three Hills. Further, points or series races at any other facility are not under the supervision or control of Great Plains and Great Plains does not receive any compensation or like-kind remuneration from such Events. All rules, requirements and regulation/safety enforcement for such races are the sole responsibility of the track operator and/or owner.

4. I hereby consent to the Minor's participation in the Events and I hereby accept and assume, individually and on behalf of the Minor, all risk and liability for all Risks, known and unknown, and assume all responsibility for any losses, costs and damages caused, directly or indirectly, by or related to such Risks, including injury, disability, paralysis, disfigurement and death, even if caused in whole or in part by the negligence of any one or more of the Released Parties. (INITIAL HERE _____)

5. On behalf of myself and the Minor, I hereby release, discharge and covenant not to sue Great Plains, its members including Marc Warburton, Kelly A. Walters, Brian J. Goninan, Kent Taylor and David W. Allen, any future members of Great Plains, Bruce Kreifels and Peg Kreifels (track owners), 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 the Restricted Areas, sponsors, advertisers, owners and lessees of the premises used to conduct the Event(s), premises and event inspectors, surveyors, underwriters, consultants and others 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 and employees for all the purposes herein referred to as Released Parties from all liability to me, the Minor, my personal representatives, assigns, heirs and next of kin for any and all claims, causes of actions, demands, losses or damages on account of any injury or loss including, but not limited to, all forms of injury, disability, paralysis, disfigurement, death, medical expenses, economic losses, or any other form of damage or damage to property, caused, proximately caused, connected to, resulting from or arising out of the Event(s) including those proximately caused in whole or in part by the negligence of the Released Parties or otherwise. (INITIAL HERE _____)

6. I further acknowledge and agree that I and the Minor know the nature of the Event(s) and the Minor's experience and capabilities. The Minor 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 Minor's ability to safely participate in the Event(s). I and the Minor have inspected or will inspect the premises, facilities and equipment to be used by the Minor in connection with the Event(s) or that the Minor may come in contact with and accept full and sole responsibility for the Minor's conduct and actions while participating in the Event(s) as well as for the condition and adequacy of the equipment used by the Minor. I acknowledge and represent that the minor is familiar with the rules and regulations established for the Event(s) and agree to abide by those rules and regulations. I will be responsible for the Minor's safety and well-being at all times and under all circumstances at the Event(s). If I believe any part of the Event(s) to be unsafe or beyond the Minor's capability, I will refuse to participate further in the Event(s). (INITIAL HERE _____)

7. If, despite this Release, I or anyone on my or the Minor's behalf makes a claim against any of the Released Parties, we individually, jointly and severally agree 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 fees, losses, liability, damage (including direct and consequential or special) or costs that in any way arise out of, relate to or result from the Minor's participation in the Event(s) or presence in any Restricted Area, whether the claim is based on the negligence of one or more Released Parties or otherwise. (INITIAL HERE _____)

8. In the event that the Minor sustains any injury in any Restricted Areas, I agree and consent that any rescue personnel or medical personnel may release such medical information about my Minor's 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. (INITIAL HERE _____)

9. 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 enforceable 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. (INITIAL HERE _____)

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS THAT I AND MY MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES ARISING FROM THE EVENT(S), INCLUDING THOSE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. I ACKNOWLEDGE THAT I HAVE SIGNED BELOW VOLUNTARILY AND OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

CHILD'S NAME PRINTED _____

Signature of Parent/Guardian _____

Printed Name of Parent/Guardian _____

Date _____

Signature of Parent/Guardian _____

Printed Name of Parent/Guardian _____

Date _____

STATE OF NEBRASKA - COUNTY OF DODGE) ss
Subscribed and sworn to before me this ____ day of _____, 20__.

STATE OF NEBRASKA - COUNTY OF DODGE) ss
Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public _____

Notary Public _____