

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

Dates: 1/1/23 – 12/31/23

In consideration of being permitted to compete, ride, officiate, observe, work for or participate in any way in any Great Plains Vintage Motocross/Trials, 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") 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 motorcycling which take place at a Great Plains Vintage Motocross event. Further, the term Restricted Areas is defined as any area and/or related facilities that require special authorization, credentials or permission to enter any area to which admission by the general public is restricted or prohibited. (INITIAL HERE _____)

2. I acknowledge, understand and agree that (a) the activities of the Event(s) and/or entry to the Restricted Areas 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 my own actions, my 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 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 my future; and (e) the injuries I receive may be compounded or increased by the negligent rescue operations or procedures of the Event(s) or anyone rendering medical care on my behalf in connection with any Event(s). (INITIAL HERE _____)

3. I acknowledge, agree and represent that I have or will, immediately upon entering any of the Restricted Areas, and continuously thereafter, inspect the Restricted Areas that I enter and I further agree and warrant that, if at any time, I am in or about Restricted Areas and feel anything to be unsafe, I will immediately advise the officials of the same and, if necessary, will leave the Restricted Areas and/or refuse to participate further in the Event(s). (INITIAL HERE _____)

4. I hereby accept and assume 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. I hereby release, discharge and covenant not to sue Great Plains, its members including: Kent Taylor and any future members of Great Plains Vintage Motocross, LLC, 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, 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 know the nature of the Event(s) and my experience and capabilities. I am (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 my ability to safely participate in the Event(s). I have inspected or will inspect the premises, facilities and equipment to be used by me in connection with the Event(s) or that I may come in contact with and accept full and sole responsibility for my conduct and actions while participating in the Event(s) as well as for the condition and adequacy of the equipment used by me. I acknowledge and represent that I am 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 my 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 my capability, I will refuse to participate further in the Event(s). (INITIAL HERE _____)

7. If, despite this Release, I or anyone on my behalf makes a claim against any of the Released Parties, I 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 my 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 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 me or my 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 I 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

Signature _____

Child's Name Printed _____

Print Name _____

Signature of Parent/Guardian _____

Address _____

Printed Name of Parent/Guardian _____

City/State/Zip _____

Date _____