



**Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement Regarding Race Or Event Involving ATV, Motorcycle, Motocross, and/or 4x4 Off-Road Vehicles**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge G & R VALENCIA ENTERPRISES DBA SPORTOYS WAREHOUSE, and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, USED RENTAL ATV OR MOTORCYCLE provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said CHILD will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me, CHILD or property, that I or CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets and activities of and requested of this facility, arena, or club except as noted below. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with SPORTOYS WAREHOUSE including but not limited to motorcycle and motocross activities undertaken at the facility, using the facility and its equipment in any manner form or fashion, and practicing and/or engaging in any other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, SPORTOYS WAREHOUSE whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I, on behalf of said CHILD, am prohibiting involvements in the following specific activities: Motorcycle and ATV Riding.

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Date                      Printed Name of Child                      Printed Name of Parent (Guardian)                      Signature of Parent (Guardian)