

Liability Waiver

By Signing this document you will waive certain legal rights, including the right to sue

Name: _____

Address: _____ City: _____ State: _____ Zip: _____

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Date of Birth: ____/____/____ Phone: _____

I am aware that in addition to the usual danger and risks inherent in the sports of Freestyle BMX, BMX Racing and Motocross, certain additional dangers and risks are present when present on the land owned by Karl and Carrie Hinkley at 853 and 855 N 18 Rd, Unadilla, NE 68454, the land owned by Chris Pickard at 9310 NE 94th St, Bondurant, IA 50035, the land owned by Eric Cauwee at 207 West Market St, Page, NE 68766 and the land owned by David McGinnis at 4402 Main St, New Albany, KS 66736; including, but not limited to, the danger and risk of falling, jumping, landing, misdirected bikes and motorcycles, performing tricks and colliding with others. By signing this waiver, I freely accept and assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of utilizing the Hinkley's facilities and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS for personal injury including death, illness, and/or property damage that I may have against Karl and Carrie Hinkley or NOWEAR Extreme Rider Apparel, Chris Pickard, David McGinnis or Eric Cauwee, whom are hereinafter collectively referred to as "the Releasees."
2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury, death, medical or other expense that I may suffer or that any other party may suffer as a result of my use of the Hinkley's property or in my participation in the sports of Freestyle MBX, BMX Racing or Motocross and other activities, due to any cause whatsoever.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all Liability for any property damage or personal injury to any third party, resulting from my use of the Releasees property or by my participation in the sports of Freestyle BMX, BMX Racing and Motocross and any other activity.
4. THIS RELEASE OF LIABILITY SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, successors and assigns in the event of my personal injury including death, illness, and/or property damage.
5. I ADDITIONALLY AGREE not to take unreasonable risks while participating in Freestyle BMX, BMX Racing and motocross and other activities, including but not limited to attempting skills or tricks that I am not qualified to perform safely or causing any other participants/spectators unreasonable risk of harm.
6. I ADDITIONALLY AGREE that I shall follow correct safety procedures when using the Hinkley's property. I also expressly grant to the Releasees the right to film, videotape, photograph, record my voice and make any reproductions of my physical likeness and voice, and the irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable or radio, in any motion picture film, video tape, DVD, CD or any Internet service or program in which such likeness may be used or otherwise, or any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting and publicizing of NOWEAR Extreme Rider Apparel and all affiliated relationships.

I CERTIFY THAT I am covered by my own Medical Insurance, and that I have read and understand this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, successors, and assigns may have against the Releasees.

FOR PARTICIPANTS UNDER 19 YEARS OF AGE

This is to certify that I, as a parent or guardian with legal responsibility for the above named participant, do consent and ratify his/her release of the Releasees, and for myself, my heirs, assigned, personal representatives and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in the activities described above, even if arising from the negligence of the Releasees to the fullest extent permitted by law. I have carefully read this release of liability and understand and fully agree with its contents.

Signature of Participant using facility

Today's Date

****IF THE PARTICIPANT IS UNDER 19, THIS RELEASE MUST BE SIGNED IN PERSON BY A PARENT/LEGAL GUARDIAN OR THEIR SIGNATURE MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC.**

I hereby certify that I am the parent or legal guardian of the participant named above, give my consent to the foregoing, and agree to hold Karl and Carrie Hinkley and NOWEAR Extreme Rider Apparel harmless from any Liability.

Parent or Legal Guardian

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public