

NDMA/PROMOTER RACE RELEASE FORM

Participation Agreement between North Dakota Motorcycle Association, Inc. and Race Promoter

Race Date _____

Race Track _____

NAME _____ BIKE # _____

BIKE MAKE _____ SIZE _____

Class:	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$20</u>	<u>\$30</u>
50 4 - 6		85 9 - 11	250 B	Vet A	250 A
50 7 - 8		85 12 - 15	250 C	Vet B	450 A
65 10 - 11		Super Mini 10 - 16	450 B	Vet C	Open A
65 7 - 9		2 Stroke (max.160cc)	450 C	Open B	
		Women's Open		Open C	

The undersigned participant, and in the case of a minor, or his or her lawful custodian, does hereby expressly agree and covenant unto the North Dakota Motorcycle Association, Inc. and the local club or organization conducting any race or activity in which the participant is involved, that said participant will forever hold harmless the North Dakota Motorcycle Association, Inc. and the local club or organization sponsoring said race or activity, together with any and all individuals assisting in the promotion of the said event, or other contestants properly authorized to participate in said events for any and all claims or demands for property damage, personal injury, or any combination thereof.

All participants expressly acknowledge and agree that no warranties, representations, or statements concerning any aspect of the activity conducted, track conditions, or otherwise, have been made as any inducement to participate in this event or any other event sanctioned by the North Dakota Motorcycle Association.

All participants, their parent(s), lawful custodian or guardian(s), expressly acknowledge that there are risks involved with this event and they agree to assume all responsibility for injuries that may occur as a direct or indirect result of their participation.

All participants, their parent(s) lawful custodian or guardian(s), herein expressly and knowingly hold harmless the North Dakota Motorcycle Association, Inc., and the local club or organization conducting said activities, from any and all liability whatsoever arising as a result of the sanctioned events or any activity incidental thereto.

All participants shall indemnify any and all persons who may serve or who have served at any time as directors or officers of the North Dakota Motorcycle Association and their respective heirs, administrators, successors, and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlements (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they, or any of them, are made parties, or a party, or which may be asserted against them or any of them by reason of being or having been directors or officers or a director or officer of the Association, if such persons acted in good faith and in a manner they reasonably believe to be in the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, except in relation to matters as to which any such director or officer or former director or officer or person shall be adjudged in any action, suit or proceeding to be liable for his own negligence or misconduct in the performance of his duty. Any such determinations shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such suit, action or proceeding, or if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs; by independent legal counsel in a written opinion; or by the holders of a majority of the then outstanding membership.

This indemnification shall be in addition to, and not in limitation of any other rights to which those indemnified may be entitled under the statutes of the State of North Dakota, any other applicable law, Bylaw, agreement, or otherwise.

The undersigned does further expressly acknowledge that he/she has read the forgoing agreement and understands its terms and voluntarily agrees to the terms.

Dated this ____ day of _____, 20____

Signature: _____

*** If less than 18 years old, bottom part MUST be signed by parent, or guardian, or lawful custodian.

AUTHORIZATION FOR PARTICIPATION BY A MINOR

The undersigned individual represents that he or she is the lawful custodian, parent, or guardian of the above named minor person, and expressly and knowingly does hereby authorize that said minor may participate in Motorcycle races and related events as sanctioned by the North Dakota Motorcycle Association, Inc., and as conducted by the local club or organization. The undersigned does further expressly acknowledge that he or she read the foregoing agreement as a condition of participation, and that he/she does expressly agree to each of the covenants and terms as set forth therein and voluntarily agrees to the terms.

Dated this ____ day of _____, 20____ Signature: _____

Print Name: _____