



2008-2009 XMR Waiver Release

CONSENT RELEASE AND WAIVE OF LIABILITY FOR ALL PARTICIPANTS IN ANY EVENT(S) OF XMR (X-treme Mountain Racing)

For all competitor and non-competitor members in any event(s) put on by XMR being allowed to enter any restricted area allowing only members of XMR with proper credentials each of the following items are understood for him/her, legal representative, heirs, or family.

1. Agreed and understood that each member upon entering any restricted area will continuously inspect and observe all activities and if he/she believes any situation or condition is unsafe in any way will advise the officials and if necessary will elect to leave the restricted area and/or refuse to participate in the event.
2. Agrees not to sue XMR, or any persons or companies associated with the event, including but not limited to officials, promoters, participants, associations sponsoring event, track owners, drivers, owners of drivers vehicle, pit crews, rescue personnel, owners or lessees of land utilized for event, driver sponsors, machinery owners, or anyone in any way associated with putting on any XMR event -- for any property damage, injuries or deaths associated with participating in any XMR event.
3. Agrees to assume all responsibilities for any property damage, bodily injuries, or death resulting in participating in any and all events by XMR.
4. Understands that this sport and all activities associated to this sport or event(s) put on by XMR are very dangerous and can result in property damage, bodily injuries, or death and the undersigned assumes any and all responsibilities for him/herself.
5. Agree that photographs, video productions and telecasts of undersigned at any XMR event(s) are the property of XMR and can be used for productions or promotions associated with XMR or any affiliates.
6. Agree overall to hold XMR an/or affiliates, directors, agents, employees, successors from and against all claims, liability loss or expense, including attorneys fees which may result from the above.
7. Agree to abide by all ISR rules. Exceptions through Membership Form, Racer Entry Form or will be documented for all racers through addendum to Membership Form.
8. Agree to pay a weekend membership fee of \$25.00 if a completed driver entry form was not submitted by the deadline and/or a XMR membership is not purchased at time of check-in.

I have read and understand all of the above and further understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Member / Participant SIGNATURE Member / Participant PRINTED NAME DATE