

PARTICIPANT AGREEMENT, RELEASE OF LIABILITY

AND ASSUMPTION OF RISK

_____ **By initialing here, I acknowledge that I have received and read this Participant Agreement, Release of Liability and Assumption of Risk Contract and understand the same.**

I, the Participant, enter in to this Agreement in order to participate in an inherently dangerous activity. I am making a conscious decision to exercise my fundamental right and responsibility to make decisions concerning utilizing the services of Wrench Werx, LLC. I understand that by signing this Agreement I may be waiving my legal right to a jury trial to hold Wrench Werx, LLC legally responsible for any injuries or damages I may suffer due to Wrench Werx, LLC ordinary negligence that are a result of Wrench Werx, LLC's failure to exercise reasonable care.

In consideration of the services of Wrench Werx, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WW"), I hereby agree to release, indemnify, and discharge WW, on behalf of myself, my spouse, my children, my parents, my heirs, assigned personal representative and estate as follows:

1. I acknowledge that motorcycles/ATV's entail known and unknown risks that can result in death, physical and/or emotional injury, paralysis, economic damage to myself or others or to property, including but not limited to the motorcycle. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I agree and warrant that, if at any time, I feel anything to be unsafe, I will immediately advise WW of such.

a. The risks include, among other things: riding on uneven and/or snow covered terrain, changing terrain conditions and variations in topography, loss of control of the motorcycle (from both natural and unnatural obstacles, equipment failure, etc.), falls from the motorcycle, collision with other motorcycle(s), participants, trees, rocks, cars and other manmade and/or natural obstacles; exposure to the elements, extreme temperatures, inclement weather, and encounters with animals and wildlife; burns and mechanical and/or equipment problems and unavailability of immediate medical attention in case of injury. Further, it is not uncommon for a motorcycle/ATV to flip or roll over if the rider attempts to climb a steep and/or uneven obstacle. Low and/or deflated tire(s) may greatly add to the risk of rollover. The rider needs to be aware that a flat tire could occur on the trail. The rider is responsible for ensuring proper tire pressure is maintained on his/her motorcycle/ATV.

b. A flipped or rolled motorcycle, ATV may pin the rider under the machine causing serious injury or death. The use of alcohol and/or drugs while operating the motorcycle/ATV is strictly prohibited both under Montana Law and the

operating procedures of WW. Don't drink and ride. Always wear a helmet, eye protection, and foot protection – at a minimum. WW is not responsible for ensuring personal safety gear of the rider is satisfactory and/or safe for its' intended use, or that the rider is using the safety device(s).

c. WW employees do their best to perform a difficult job. They seek to educate the rider about the track. However, no amount of education can be provided that will take the place of experience and good judgment. If after being educated about the track, you still feel unsure about ANY aspect thereof, you have the responsibility to ask our employees to assist you in any aspect for which you may have a question.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I will comply with Montana Law and operate the motorcycle/ATV in a safe and responsible manner at all times. I am aware that I will be operating the motorcycle/ATV on a track and that other riders will be on the track.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WW, participants, track operators, track owners, motorcycle owners, riders, rescue personnel, owners or lessees of premises from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WW's facilities, including any such claims which allege negligent act or omissions of WW.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or, else I agree to bear the costs of such injury or damage myself. I certify that I am willing to assume the risk of any medical or physical condition I may have that could impair or impede my ability to safely operate the motorcycle/ATV.
5. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WW on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. I choose to ride my motorcycle/ATV on WW's track and do so knowing I could be seriously injured or killed. I assume the risk and want to ride.

Signature of Participant _____ Print Name _____
Address _____
Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 15)

In consideration of _____(print minor's name(s)) ("Minor")

being permitted by WW to participate in its activities and to use its facilities, I further agree to indemnify and hold harmless WW from any and all claims which are brought by, or on behalf of Minor, *and* which are in any way connected with such use or participation by Minor.

I desire to have my minor child engage in this activity with me and assume all risks for the minor while engaged in said activity.

Parent or Guardian _____

Date _____