

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

SIGNING THIS DOCUMENT WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

I _____, am aware that in addition to the usual danger and risks inherent in the sport of dirt bike riding, racing, and spectating, certain additional dangers and risks exist when present at KXCR Training Facility @ The Holler and the property operated by KXCR, LLC, d/b/a Kentucky XC Racing and owned by Jared L. Kennon located at 1568 Little Hardwick Creek Rd, Clay City, Kentucky ("The Holler"). I understand these dangers are present, no matter what the purpose of my visit to the property, and include, but are not limited to, the danger and risk of falling, jumping, projectiles, tripping, farm animals, wild animals, domestic animals, water, misdirected vehicles, performing tricks, and colliding with others. By signing this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I freely accept and assume responsibility of all such dangers and risks and the possibility of personal injury, death, property damage, injury to reputation, or loss resulting therefrom.

IN CONSIDERATION of being able to ride or be a spectating guest at The Holler and for other good and valuable consideration, I hereby agree to the following:

1. TO RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO SUE KXCR, LLC, Kentucky XC Racing, KXCR Training Facility @ The Holler, Derek Blankenship, Jared L. Kennon, the promoters, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, builders and designers, crews, rescue personnel, promoters, sponsors, advertisers, owners and lessees/licensees of premises used and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or The Holler and for each of them, their directors, officers, agents, volunteers, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHICH INCLUDES, BUT IS NOT LIMITED TO, RACING, OBSERVING, MOTORIZED VEHICLES, HAZARDS WITH THE GROUNDS, AND/OR PROJECTILES WHETHER FROM THE RACE OR PLACES OF OBSERVATION; WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEES OR OTHERWISE.
2. TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR RIDING AT THE HOLLER, AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEES OR OTHERWISE.
3. TO ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE TO MY GUEST OR CHILDREN UNDER MY SUPERVISION arising out of or related my presence or the presence of my guest or children at The Holler, whether caused by the NEGLIGENCE OF ANY RELEASEES, guest, riders, OR OTHERWISE.
4. I ADDITIONALLY AGREE that I shall follow correct safety procedures while at the Holler, as well all rules and regulations maintained for or at The Holler, whether I am riding or spectating. I expressly grant Kentucky XC Racing and its affiliates and assigns, 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.

5. I ADDITIONALLY AGREE not to take unreasonable risks while spectating or riding at The Holler, including, but not limited to, attempting skills or tricks that I am not qualified to perform safely or causing any other participants or spectators risk of harm. I acknowledge that I may not have the opportunity to inspect the riding, practice, or observation areas prior to entering this agreement or engaging in the activities contemplated herein.
6. I ADDITIONALLY AGREE that THE ACTIVITIES OF THE EVENTS ARE DANGEROUS and involve the risk of serious injury and/or death and/or property damage, WHETHER RACING OR JUST OBSERVING. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and/or due to the location of The Holler and limited availability of phone service, emergency personnel, police officers, fire & rescue, EMT, and emergency responders.
7. I ADDITIONALLY AGREE that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and shall be construed according to the laws of the Commonwealth of Kentucky and is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Kentucky, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FULLY UNDERSTAND ITS TERMS, 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.

Signature of Participate or Guest

Date of Birth

Date

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

This is to certify that I, as a parent or guardian with legal responsibility for the above named participant ("Minor"), do consent on the Minor's behalf and ratify his/her release of the RELEASEES, and for myself, my heirs, assigned, personal representatives and next of kin. Including and in addition to the above, 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 specifically agree to provide direct parental supervision for the above Minor if he/she is riding at The Holler, regardless of the dirt bike engine size. I further agree to indemnify and hold harmless the RELEASEES for any claim or damage that is or may be asserted on behalf of the Minor or by the Minor after he/she reaches the age of majority or any claim for loss of consortium asserted by any person. I have carefully read this release of liability and understand and fully agree with its contents as it applies to myself and the Minor for whom I am signing.

Parent or legal guardian

Date

Phone Number