

***LONG ISLAND MOTOCROSS, Inc.***

**Membership and Acknowledgement of Risk and Agreement Not to Sue**

**\*This is a Contract – Read Carefully Before Signing!**

1. I understand and acknowledge that the use of the vehicles such as motorcycles, ATV's and bikes are dangerous risk sports, that there are inherent and other risks associated with the sports and that all of these risks can cause serious and even fatal injuries, I have adequate medical insurance. I am fully aware that I am riding this track at my own risk and agree not to sue.
2. I expressly acknowledge and understand that some, but not necessarily all, of the risks of such are the following:
  - variations in the steepness and configuration of the riding areas;
  - variation in the surface upon which the riding is conducted, which can vary from wet, muddy conditions to hard packed, rock conditions and everything in between;
  - fences and/or barriers at or along portions of the riding area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury;
  - the rider can fall out, be thrown out or otherwise leave the vehicle;
  - collisions in the riding areas and other locations of the facility, with such collisions happening between vehicles, between vehicles and other patrons, and other sorts of collisions, including collisions with fixed objects, obstacles or structures, both man made and natural, located within or outside the facility;
  - possibility of visual limitations or injury could exist due to dust, mud, rocks, and other debris.
3. I also acknowledge and understand that Long Island Motocross, Inc. is not responsible for the safety and maintenance of my vehicle and has not made any evaluation of my ability to operate the vehicle. I am operating the vehicle solely at my own risk.
4. I agree and understand that motorcycle, ATV and bile riding and racing are purely voluntary, recreationally activities and that if I am not willing to acknowledge these risks and agree not to sue, I should not participate.
5. I agree to allow the use of my image or likeness incidental in any photograph, live recorded video display or other transmission or reproduction of the event in any form to which this agreement admits me.
6. In consideration of the above and of being allowed to participate in the sport of motorcycle, ATV, and bike riding, I agree that I will not sue.

I, for myself, my heirs, personal representatives and assigns, hereby releases, discharge and agree to hold harmless and indemnify the Town of Brookhaven, County of Suffolk, State of New York, Long Island Motocross, Inc., Island Motocross of New York, Inc., the promoters presenting events, the owners and lessees of the premises on which events take place, participants, owners, sponsors, manufacturers of all racing equipment upon the premises and the officers, directors, officers, representatives, agents and employees of all of them, of an from liability, loss, claims, demands and possible causes of action that may otherwise accrue from any loss, damage, or injury (including death) to my person or property, in any way resulting from, or arising in connection with, or related to any event, and any cause whatsoever including with out limitation the failure of anyone to enforce rules and regulations, failure to make inspection, or the negligence of other persons. I know the danger to myself and property while upon said premises or while participating or assisting in any motorcycle, ATV, or bike event, and do so voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others, but my own judgment and ability, and thereby assume all risks for loss, damage, or injury (including death) to myself and my property from any cause and whether or not attributable to the negligence of others.



