

Ogemaw Sport & Trail Center LLC
Rose City, Michigan
Rider/Camper/Spectator Waiver of Liability,
Release Assumption of Risk & Indemnity Agreement

It is the purpose of this agreement to exempt, waive and release from liability for personal injury, property damage and wrongful death, including if caused by negligence, including the negligence, if any, of releases. "Releases" include Club members, All ORV Riders, which include Dirt bikes, Quads, Trucks and Buggies, All Buggies must have and wear 5 point harness, event hosts, spectators and campers. Participants (and participants parent(s)/guardian(s) If applicable acknowledge, understand and assume all risks retaliating to all ORV's, and understand all ORV's activities involve risks to participant's person including bodily injury, partial or total disability, Paralyzes and Death, and damages that may arise there from and that I/We have full knowledge of these said risks. These risks, dangers and damages may be caused by the participant or the negligence of others, including the "Releases" signed below. I/We further acknowledge there may be risks and dangers not known to us or not reasonably foreseeable at this time. The club grants to the member, non exclusive right, privilege and authority to use the facilities as are permitted by this agreement and according to the membership rules. Member, by signing this agreement, acknowledges receipt of copy of the membership rules which are made an integral part of this Agreement by this reference. Member also acknowledges having read the membership rules. The member agrees to abide by all of the Club rules, as may be amended from time to time by the Club in its sole discretion. It shall be incumbent upon the member to familiarize himself/herself with the Membership rules including any amendments. It is agreed and understood by the member that posting any amendments to the Membership Rules at the facilities is sufficient notice to the Member. Should the Member fail to adhere to such Membership rules as amended or should the member, or any of the Members Family, guest or invitees, intentionally, maliciously or wantonly damage or destroy any part of the Facilities or violate any of the membership, the Club shall have the option of immediately terminating this agreement. In such event, the actual cost incurred by the Club for repairs resulting from such damage or destruction shall be paid by the member of the club. The Member agrees that he/she does not and shall not claim any time any ownership, propriety, equity interest or estate of any kind to extent whatsoever in the facilities by virtue of this agreement. Upon termination of this Agreement for any cause, The Club shall retain the membership fee. It is agreed between the Club and the Member that the license granted is personal to the Member and nontransferable; and shall not inure to the benefit of the successors or assigns of the member. Member acknowledges that the Club's Facilities comprises of approximately 122 acres and the club is operated on an "up north", non-supervised basis. Member is solely responsible for his/her own safety and welfare. This includes Members Family, guests and invitees. The roads, trails, tracks and other areas are not maintained or supervised by the Club. The Club does not maintain insurance coverage for the member use of the facilities. The Member, Members family members, guests and invitees shall exercise the rights granted in this agreement at there own risk. The use of off road and all terrain vehicles is inherently dangerous. The Member, Members Family, guests and invitees agree that he/she shall never claim any damages against the Club for any injuries, property damage and wrongful death, including if caused by negligence, including the negligence, if any of the member suffered on account of the exercise of such rights. In addition, the Member agrees to indemnify and save harmless to the Club from all claims, liabilities or damages (including reasonable attorney fees incurred in defending such claims) resulting from the use of the facilities by the Member and/or the Members Family, guests and invitees. Moreover no action may be brought against the Club more than one year after the cause of action arose. Members, Parent(s)/Guardians if applicable acknowledge that they have been provided and have read the above paragraph's and are fully advised of the potenti Family, guests and invitees al dangers of off road vehicles. The execution of this Agreement by the member has been induced by no representations, statements, warranties or agreements other than those set forth in this agreement (together with the membership rules) embodies the total understandings of this agreement.

I, the undersigned, herby agree to conform and comply with the rules and regulations of the Ogemaw Sport and Trail Center llc. I further agree to hold blameless the contest committee, the promoters, the officials, and property owners for any injury to myself. Or Property of members of my party while on the premises or engaged in any contest or event.

Member Signature

Date

Member Name (Print)

Parent(s)/Guardian(s) Signature

Date Signed

Street Address

City

State

Zip

Drivers License #

Telephone #