

KRUSTY RIDERS ASSOCIATION, INC.

MEMBERSHIP APPLICATION, WAIVER & RELEASE OF LIABILITY AGREEMENT

WARNING: THIS IS A RELEASE OF LIABILITY AND AN EXPRESS ASSUMPTION OF RISK. THIS IS AN IMPORTANT DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT AND AGREE TO ITS TERMS. THIS IS A BINDING AGREEMENT.

NAME _____ BIRTHDATE _____

ADDRESS _____

CITY / STATE / ZIP _____

TELEPHONE _____ E-MAIL ADDRESS _____

IN CASE OF EMERGENCY NOTIFY _____

I AM AWARE THAT THE USE OF MOTORCYCLES, ALL-TERRAIN VEHICLES, OFF-PAVEMENT VEHICLES AND OTHER TYPES OF MOTORIZED VEHICLES USED IN OFF-ROAD DRIVING IS A HAZARDOUS ACTIVITY. I VOLUNTARILY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DAMAGE OR DEATH WHICH MAY OCCUR WHILE I AM WATCHING OR PARTICIPATING IN A MOTORSPORTS AND/OR MOTORCYCLE RIDING ACTIVITY, EVEN IF SUCH INJURY OR DEATH IS CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF OTHERS.

In consideration of becoming a member of Krusty Riders Association, Inc. ("the Club") and being entitled to the privileges of such membership, including the right to access and patronize the motorsports facilities utilized or maintained by such Club and the right to ride, compete, officiate, observe, work or enter for any purpose in any portion of such facility, I hereby agree to the following terms and condition:

1. I understand and acknowledge that risks and dangers exist in the use of motorcycles, all-terrain vehicles, off-pavement vehicles and other types of motorized vehicles used in off-road driving in the facilities of North Carolina Motorsports Park, Inc., or any other motorsports facility utilized or maintained by the Club (all such facilities collectively referred to herein as "the Park"). I realize that my participation in off-pavement and off-road driving or recreation and/or use of motorcycles, all terrain vehicles or other such motorized vehicles may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. I also realize that my machinery or equipment may be damaged, lost or destroyed; that the track or event conditions may be hazardous and may vary without warning or predictability; that the organizers, officials, landowners, track operators and any agents or representatives of those in charge of the Park or the event are frequently obliged to make decisions under pressure of time and/or events; that any policy of insurance of or in respect of my life or physical or mental health may be avoided; and that there may be no or inadequate facilities for treatment or transport of me if I am injured. These risks and dangers may be caused by the negligence of customers or patrons of the Park; by the negligence of others; by my own negligence; by the negligence of the owners, employees, officers, volunteers or agents of the Park; and by accidents, breaches of contract, the forces of nature (such as bee stings, snake bits and lightning bolts), or other foreseeable or unforeseeable causes.

2. I further understand that the trails of the Park will be color-coded according to degree of difficulty, and that I will be solely responsible for selecting the trail that best suits my experience and ability, and that I will assume all risks resulting from my trail selection. Under no circumstances will I leave a marked trail. My failure to ride on marked trails will result in my being ejected from the Park and may result in the permanent revocation or my riding privileges in the Park and/or revocation of my membership in the Club.

3. I understand and agree that neither the Club, North Carolina Motorsports Park, Inc., Carolina Core Technologies, Inc., any other motorsports facility utilized or maintained by the Club, nor any of their, its or his respective employees, members, owners, volunteers, sponsors, agents or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns, and to my property which may occur as a result of my participating in off-pavement or off-road driving, or my presence in the park, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

PLEASE READ BOTH SIDES OF THIS FORM BEFORE SIGNING

4. In consideration of being allowed to patronize the Park and to enjoy the privileges of off-pavement and off-road driving in the Park, I hereby personally assume all risks in connection with my patronage of the Park for any harm, injury or damage that may befall me while I am a customer, patron, invitee, guest, member, licensee, employee or agent of the park, including all risks connected therewith, whether foreseen or unforeseen.

5. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns arising out of my patronage of the Park, including both claims arising during said patronage or thereafter.

6. I also understand that off-pavement riding and off-road driving and the operation of a motorcycle, all terrain vehicle, or other similar motorized vehicle is a physically strenuous activity and that I will be exerting myself during such activity, and that if I am injured as a result of a heart attack, panic, hyperventilation, or otherwise, that I will not hold the above-listed Released Parties responsible for the same.

7. It is my intention by this instrument to exempt and release the Club, North Carolina Motorsports Park, Inc., Carolina Core Technologies, Inc., any other motorsports facility utilized or maintained by the Club, and all related entities or employees, members, owners, volunteers, sponsors, agents or assigns of the same, from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including, but not limited to, the negligence of the Released Parties, whether passive or active.

8. I am of lawful age and legally competent to sign this release of liability, or I am a minor and I have acquired the written consent of my parent or legal guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document willingly as my own free act.

9. I further expressly agree that the foregoing waiver or release of liability is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

10. I have read this waiver and release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

11. I certify that I have inspected the vehicle(s) I bring to the Park and that I have no knowledge of any condition that might render the vehicle(s) unsafe in any way. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating in any activity herein described.

12. I understand that my membership in the Club shall be for the term one year and may be cancelled or terminated prior to the expiration of the term in accordance with the bylaws of the Club. I agree to pay all required membership dues when such dues shall become due and payable.

Date

Member's Signature

Date

Parent or Guardian's Signature (if Member is a minor)

WAIVER OF RIGHTS TO PHOTOGRAPHIC AND/OR ELECTRONIC IMAGES

The undersigned participant understands that the Club, North Carolina Motorsports Park, Inc., Carolina Core Technologies, Inc., or any other motorsports facility utilized or maintained by the Club (hereinafter "the facility") may take photographic or other electronic images of its events. The participant hereby agrees that all photographs or other images obtained in any manner by the facility, its agents, employees, members, owners, volunteers, sponsors, agents or assigns are the property of the facility. The facility reserves the rights to use these images for any commercial or business purposes.

The participant hereby waives all rights to said images and releases, remises and forever discharges the facility, its employees, officers, directors, shareholders, servants, members, volunteers, owners, sponsors, agents or assigns from any and all demands, actions, causes or action, suits, damages, costs, and any other claims that may arise regarding said images or their use.

Date

Member's Signature

Date

Parent or Guardian's Signature (if Member is a minor)