

# **ASCOT PARK MOTOCROSS TRACK KEY MEMBERSHIPS**

IN CONSIDERATION for being permitted to enter for any purpose the RESTRICTED AREA (hereinafter defined as including but not limited to the spectator area, concession areas, walkways, roadways, infield, pit area, race track, and any and all areas apart to areas where any activity to the place shall take place); OR, being permitted to observe, compete, work for, or participate in any way or for any purpose in the EVENT (above and hereinafter defined as practice, pre-race, race, concessions, giveaways, benefits, post-race, and other such activities associated with motocross racing);

EACH OF THE UNDERSIGNED, for himself (hereinafter defined as any living person whether male or female), his personal representatives, heirs, and next of kin, acknowledges, agrees, represents, that he has or will immediately upon entering any restricted area, and will continuously thereafter, inspect such restricted areas, and all portions thereof which he enters or comes into contact with, and warrants that his entry upon such restricted areas and/or participation in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts same as being safe and reasonably suited for the purpose of his use; it is further agreed that if he determines that any area of the restricted area is unsafe, he will immediately advise track officials in the scoring tower of such condition and immediately leave the restricted area;

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGE, AND CONVENANTS NOT TO SUE the owner of the restricted area, say lessor, lessee, promoter, participants, racing association, sanctioning organization, track operator, track mower, officials, or any other lawfully present in the restricted area, their agents and assigns (hereinafter referred to as "persons/entities") from any and all liability whatsoever for any and all loss or damage to personal property caused by the negligence or otherwise of the person/entities referenced herein above.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGE, AND CONVENANTS NOT TO SUE the owner of the restricted area, say lessor, lessee, promoter, participants, racing association, sanctioning organization, track operator, track mower, officials, or any other lawfully present in the restricted area, their agents and assigns for any and all liability whatsoever for any and all injury to the undersigned, his personal presentatives, assigns, and heirs, for any and all personal injury or the occurrence of death of the undersigned caused by the negligence or otherwise of the person/entities referenced herein above while the undersigned is present in or upon any restricted area;

THE UNDERSIGNED HEREBY AGREES TO INDEMNITY, SAVE, AND HOLD HARMLESS the person/entities referenced herein above from loss, liability, damage, or cost which they may incur due to the presences of the undersigned in or upon the restricted area or in any way competing, officiating, observing or working for, or for any purpose participating in the event and whether caused by negligence of the person/entities referenced herein above or otherwise;

THE UNDERSIGNED HEREBY AGREE TO ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of the person/entities referenced herein above or otherwise while in or upon any restricted area and/or while competing, officiating, observing or working on behalf of the person/entities referenced herein above;

THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE DANGEROUS and involve the risk of serious injuries and or death and or damage; that the foregoing release waiver and indemnity agreement is intended to be broad and inclusive as is permitted by the law of the state in which the event is conducted, that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

**THE UNDESIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND AGREES THAT NO ORAL REPRESENTATION, STATEMENTS, ETC., APART FROM THE FOREGOING WRITTEN AGREEMENT HAS/HAVE BEEN**

**MADE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.**

**I UNDERSTAND THERE WILL BE NO AMBULANCE, MEDICS, OR FLAG MEN ON SITE, ALL RIDERS AND SPECTATORS ASSUMES ALL RESPONSIBILITY.**

**ASCOT PARK DOES NOT PROVIDE INSURANCE FOR RIDERS OR SPECTATORS.**

**PLEASE LIST ALL RIDER(S) OR SPECTATORS BELOW**

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

# ***TRACK MEMBERSHIP RULES***

**THERE WILL BE NO AMBULANCE, MEDICS, OR FLAG MEN ON SITE.**

Memberships are from Date of purchase till September 1, 2011

**IF THE TRACK IS MUDDY DO NOT RIDE** \_\_\_\_\_  
(Please initial)

1. You may never ride alone, must have someone 18 years or older with you. \_\_\_\_\_  
(Please initial)
2. Do not loan your key to someone else, if caught you will lose YOUR key with no pro-rated refund. \_\_\_\_\_  
(Please initial)
3. Only the key holder(s) may practice/ride. \_\_\_\_\_  
(Please initial)
4. Please clean up your pit area after you are done riding/practicing. \_\_\_\_\_  
(Please initial)
5. All practice days are weather permitting, you must call the track hotline for track conditions and availability. Ascot Park hotline: 918-875-9161 \_\_\_\_\_  
(Please initial)
6. Practice days are as follows: \_\_\_\_\_  
(Please initial)

**OCTOBER - MARCH**

**MONDAY - FRIDAY DAYLIGHT TO DARK**

**APRIL - SEPTEMBER**

<b>SUNDAY</b>	<b>DAYLIGHT TO DARK</b>
<b>MONDAY</b>	<b>DAYLIGHT TO 5PM</b>
<b>TUESDAY</b>	<b>CLOSED</b>
<b>WEDNESDAY</b>	<b>DAYLIGHT TO DARK</b>
<b>THURSDAY</b>	<b>DAYLIGHT TO DARK</b>
<b>FRIDAY</b>	<b>CLOSED</b>
<b>SATURDAY</b>	<b>CLOSED</b>

7. You must shut and lock the gate after you enter and leave the race track. \_\_\_\_\_  
(Please initial)
8. Enter/Ride at your own risk, Ascot Park does not provide rider or spectator with insurance. \_\_\_\_\_  
(Please initial)
9. Track key is for immediate family only (immediate is dad, mom, son, daughter, brother or sister). \_\_\_\_\_  
(Please initial)

**THESE DATES ARE SUBJECT TO CHANGE DUE TO WEATHER, TRACK CHANGES, OR SPECIAL EVENTS, PLEASE CHECK THE WEBSITE OR HOTLINE NUMBER FOR TRACK AVAILABILITY.** \_\_\_\_\_  
(Please initial)

**CALL BE FOR YOU HAUL, You must call the members hotline, before you come to the track, to make sure the track is still open to ride that day.** \_\_\_\_\_  
(Please initial)

**THERE WILL BE NO AMBULANCE, MEDICS, OR FLAG MEN ON SITE, RIDER ASSUMES ALL RESPONSIBILITY.** \_\_\_\_\_  
(Please initial)

**IF ANY OF THE ABOVE RULES ARE BROKEN, YOUR FIRST OFFENSE WILL BE A WARNING AND THE SECOND OFFENSE WILL BE LOSE OF KEY AND NO PRO-RATED REFUND FOR THE USED PORTION** \_\_\_\_\_  
(Please initial)

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

**RIDERS NAME** \_\_\_\_\_

**ENTER/RIDE AT YOUR OWN RISK**