



**Non-Member Access Release | ONE DAY ACCESS ONLY**

BMC Board Approval \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_

Printed Board Member Name \_\_\_\_\_

Date of Visit \_\_\_\_\_ Purpose of Visit \_\_\_\_\_

Sponsoring Member \_\_\_\_\_ Active BMC# \_\_\_\_\_ Member Phone \_\_\_\_\_

Visitor Name \_\_\_\_\_ Visitor Address \_\_\_\_\_

Visitor Phone \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

This release is for the benefit of the BILLINGS MOTORCYCLE CLUB, INC., its owners, agents, officers, directors, employees and servants, all hereafter referred to as "BMC."

I, the undersigned, being 18 years of age or older, understand the inherent dangerous risks involved with attending, watching, helping with or participating in the operation of any motorized vehicles, rides and competitive racing events. I agree that by applying to ride on the grounds of the BMC, I acknowledge such inherently dangerous risks and willingly proceed at my own risk and peril. Therefore, I agree to indemnify and hold forever harmless the BMC from any and all claims of any nature and from any and all liability for any loss, damage, accident injury or death, or any combination thereof, that may occur in connection with the operation of motorized vehicles on the BMC grounds, including riding or while participating in any riding activity or otherwise arising while I am on the BMC grounds. The BMC does not provide medical, emergency transportation or other types of insurance coverage. I agree that the BMC has urged me to not participate in any activities on the BMC grounds unless I have obtained adequate medial insurance coverage.

I know and understand that the property to be ridden upon is undeveloped, unimproved and natural terrain. I understand that the condition of the trails, roads, tracks and other surfaces change frequently due to weather and other reasons, and accept the inherently dangerous conditions of the property.

I grant my express permission to BMC to contact emergency services, including medical doctors and emergency transportation services, for the purpose of administering aid, if BMC is present and determines such services are necessary, in the event of my being injured on the BMC property. I agree to pay for all medial and emergency transportation services invoiced by the provider. I acknowledge that the BMC has no liability for contacting or failing to contact medical or emergency services on my behalf and is not obligated to do so.

I hereby waive any and all claims, and demands for payment of damages against the BMC arising or in connection in any way with my use of the BMC property and BMC's contact with emergency medical or emergency transportation services or failure to make such contact.

I have read and understand the BMC rules and by-laws and agree to follow the rules and by-laws as currently published and as amended from time to time.

**I HAVE READ THIS NON-MEMBER ACCESS RELEASE AND WAVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I MAY HAVE TO RECOVER DAMAGES FOR THE LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

\_\_\_\_\_  
Signature of Non-Member Visitor

\_\_\_\_\_  
Signature of Sponsor Member

\_\_\_\_\_  
Printed Name of Non-Member Visitor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public:

\_\_\_\_\_  
Commission Expires:

\_\_\_\_\_  
State and County:

## Procedure for Non-Member Riding Use of BMC Grounds

The BMC Board, in an attempt to accommodate requests from a number of club members, has established a procedure to allow limited riding access to the BMC grounds to those persons that are not current members of the Billings Motorcycle Club. Because of the liability exposure faced by the club as owners of the South Hills property when allowing access to its property for use by those riding high powered motorcycles and quads, **it is extremely important that the procedures be followed with no exceptions.**

### Requirements

- Any riding non-member must be *sponsored* by a current Regular or Life BMC member in good standing.
- The *Sponsor Member* must request permission in person from the BMC Board to bring a riding visitor onto the property. To allow sufficient time to get the paperwork in order, requests should be made at least two weeks prior to the riding / access date requested.
- The request to the Board must be in writing on a **Non-Member Access Release form**. This form is to include the visitor's name, purpose and date of the visit, and the *Sponsor Members* name, current contact telephone number and BMC number. The request is to be signed and dated by the *Sponsor Member*. The **Non-Member Access Release form** will be provided to the *Sponsor Member* at the Board meeting when approval for the non-member visit is approved.
- Following preliminary approval by the Board, the request must be followed within 5 days with the signed, dated and notarized **Non-Member Access Release form**. The completed form must be mailed or hand delivered to any BMC Board member. Because of the need for an original set of signatures and notarization, fax and e-mail are not acceptable with the finalized form. BMC Mailing Address is: PO BOX 20421, Billings MT 59104-0421
- Upon receipt, the **Non-Member Access Release form** will be reviewed for accuracy and completeness. If there are any issues to be corrected, the *Sponsor Member* will be contacted at the telephone number shown on the Non-Member Access Release form. If the

*Sponsor Member* cannot be reached and/or the issues are not corrected at least 7 days prior to the date of the requested access, the access will not be allowed.

- Upon approval of the Non-Member Access Release form, *Sponsor Member* will be provided with a special wristband. The wristband will bear the non-member's name and the date of the approved access. The non-member guest is to wear the wristband at all times while they are on the BMC grounds.
- The *Sponsor Member* will agree to accompany the non-member at all times while on the BMC grounds (at within line of sight). The *Sponsor Member* will agree to take full and direct responsibility for the BMC grounds, tools and equipment as well as the non-member guest.
- The *Sponsor Member* will agree to notify a BMC Board member of any incident, accident or injury to the non-member while on or immediately approaching or departing the BMC grounds. In all cases it is the responsibility of the Sponsor Member to provide telephone notice to a BMC Board member within 24 hours of any such incident. This is necessary to allow for accident scene investigation, timely reporting of an injury event (if deemed necessary) to the club's insurance representative, etc.
- Regular or Life BMC Members in good standing are limited to no more than (2) Non-Member Access Passes per year. Associate and Additional Family members do not qualify for the Non-member Access program. This limitation does not apply to the Annual Parental Approval of Minor Relative (the grandchild) policy.
- Members found in violation of this policy will be subject to membership action, up to and including discharge, pursuant to the By-Laws of the club.

