

Minor Child Liability Release Form

For all children under the age of 18



Billings Motorcycle Club, Inc.
PO Box 20421 Billings, MT 59104

For BMC Office Use Only

Date Received:	BMC Officer:
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Complete page 1 and page 2 of this form. Page 1 contains information about the minor child or children and page 2 contains signatures of the adult parents or legal custodians/guardians. **The signatures on page 2 must be notarized.**

Member Name:	BMC Family Number:	For Year:	
		20__	
Names of Minor Children	Birth Date	Competing?	Competition No.
Child:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Child:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Child:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Child:		<input type="checkbox"/> YES <input type="checkbox"/> NO	
Child:		<input type="checkbox"/> YES <input type="checkbox"/> NO	

PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY AGREEMENT

IN CONSIDERATION of my membership in the Billings Motorcycle Club, I / we agree that for all members of our household, including all minor children, and under circumstances that I /we exclusively control our minor child or children (hereinafter referred to collectively as "the Minor") being permitted to watch, help, provide assistance or participate in any way in any activity on BMC grounds, including but not limited to attending competitive racing events (hereinafter referred to collectively as "Event(s)") and/or being permitted to enter for any purpose any portion of the BMC grounds (hereinafter referred to collectively as "Restricted Area(s)"):

1. I / we know the nature of any activity involving motorized vehicles, including Events, and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s) held on or near Restricted Areas. I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I /WE OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I / WE WILL IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S) AND INSTRUCT THE MINOR TO DO SO IMMEDIATELY.
2. I / WE FULLY ACCEPT AND UNDERSTAND and will instruct the Minor that:
 - a. THE ACTIVITIES OF THE EVENT(S) ARE INHERENTLY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS");
 - b. these Risks and dangers may be caused by my / our and / or the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED ABOVE;
 - c. there may be OTHER RISKS NOT KNOWN TO ME / US or that are not readily foreseeable at this time; and

- d. THE SOCIAL AND ECONOMIC LOSSES and /or damages that could result from those Risk (s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MY / OUR and / or the MINOR'S FUTURE.
3. I consent to my / our and the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD FULLY HARMLESS AND INDEMNIFY Billings Motorcycle Club, Inc., its members, officers and directors, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, bike owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purposes (hereinafter referred to collectively as "Releasees") FROM ALL LIABILITY TO ME / US and THE MINOR, my / our and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I / we, the Minor, or anyone on the Minor's behalf, makes a claim against of the "Releasees" referred to in this agreement, I / we AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

By signing this document, you may be waiving your legal rights to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the providers ordinary negligence that are the result of the providers failure to exercise reasonable care.

Signing as: (Select from "A" or "B" below)

A. The child's: (check one)	<input type="checkbox"/> Father	<input type="checkbox"/> Mother	<input type="checkbox"/> Legal Guardian	Date: _____
B. Representing that: (check one)	<input type="checkbox"/> I have legal custody	<input type="checkbox"/> I am the sole parent/guardian	Date: _____	

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I / WE HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I / WE GIVE UP SUBSTANTIAL RIGHTS I / WE AND/OR THE MINOR MAY OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Father/Legal Guardian (Signature must be Notarized)

Signature:	Print Name:	Stamp:
State of Montana County:		
Signed and acknowledged before me on:	by	
Printed Name of Notary:		
Signature of Notary:		
Notary Public for the State of Montana residing in:		
Notary Public Commission Expires:		

Mother/Legal Guardian (Signature must be Notarized)

Signature:	Print Name:	Stamp:
State of Montana County:		
Signed and acknowledged before me on:	by	
Printed Name of Notary:		
Signature of Notary:		
Notary Public for the State of Montana residing in:		
Notary Public Commission Expires:		

BMC Member, If Different from Above (Signature must be Notarized)

Signature:	Print Name:	Stamp:
State of Montana County:		
Signed and acknowledged before me on:	by	
Printed Name of Notary:		
Signature of Notary:		
Notary Public for the State of Montana residing in:		
Notary Public Commission Expires:		