

For BMC Use Only		
Date Received:	BMC Officer:	

PO Box 20421 Billings, MT 59104

BMC Adult Dependant Liability Release Application				For Year 20				
(FULL-TIME STUDENT / ACTIVE DUTY MILITARY								
Member Name			BMC#					
Complete Adult Dependent Information Below								
Adult Dependant	t Name			Competing?	YES	NO		
Birth Date				Competitor #				
PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT.								

An Adult Dependant is an immediate family member between the ages of 18 and 23 <u>and</u> enrolled as a full time student or active duty military personnel <u>and</u> remaining under a parent/guardian's BMC membership.

- IN CONSIDERATION of my membership in the Billings Motorcycle Club, I / we agree that for all members of our household, including our Adult Dependent and under circumstances that I / we exclusively control our Adult Dependent (hereinafter referred to collectively as "the Adult Dependent") 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 Adult Dependant's experience and capabilities, and believe the Adult Dependant 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 Adult Dependant may come in contact. IF I / WE OR THE ADULT DEPENDANT BELIEVE ANYTHING IS UNSAFE, I / WE WILL IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S) AND INSTRUCT THE ADULT DEPENDANT TO DO SO IMMEDIATELY.
- **2.** I / WE FULLY ACCEPT AND UNDERSTAND and will instruct the Adult Dependant 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 Adult Dependant'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 MY / OUR and / or the ADULT DEPENDANT'S FUTURE.

- **3.** I consent to my / our and the Adult Dependant'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 ADULT DEPENDANT, my / our and the Adult Dependant'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 ADULT DEPENDANT, 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 Adult Dependant, or anyone on the Adult Dependant'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.

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 RELEASES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

\* Please Submit proof of enrollment/enlistment along with this form \*

BMC Member Signature	Date	Print Name
Adult Dependant Signature (Must be 18 Years of Age)	Date	Print Name