

AGREEMENT AND RELEASE OF LIABILITY

The parties, for valuable consideration hereinafter stated, this ___ day of _____, 20___, by and between Trax North, LLC, a Minnesota Limited Liability Company, hereinafter called the "Trax" and the undersigned hereinafter called the "Participant" agree as follows:

- 1) In consideration for being allowed to participate in and use the tracks and land owned by Trax for motorcross purposes, or simply watching others do such activities, Participant releases Trax from liability for injuries Participant might sustain in participating in said activities.

- 2) In consideration for being allowed to participate in and use the track and land of Trax, I do hereby waive, release and forever discharge Trax and their officers, agents, employees and representatives from all responsibilities or liabilities from injuries or damages arriving out of or connected with my attendance at the Trax land, my participation in all activities, my use of the tracks, or any act or omission, including negligence by the Trax representatives.

- 3) Participant acknowledges that motorcross or watching motorcross in close proximity to the track involves a risk of injury or could be dangerous no matter how the tracks are designed or maintained since motorcross is an inherently dangerous activity. Knowing all this, Participant hereby expressly assumes and accepts any and all risks of injury or death that occur on or result from being on the land and tracks owned by Trax.

- 4) The parties agree that this form may be signed once per season and shall be kept on file for whenever Participant may use the track during that season.

Dated this _____.

"Participant"

If Participant is a minor, I the undersigned hereby assert that I am their legal guardian, have authority to make all legal and health decisions for said minor and sign this form on their behalf.

Guardian