

**JOLIET MOTO SPORTS INC. MEMBERSHIP AGREEMENT**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200(\_\_\_\_), by and between \_\_\_\_\_, "Member" and Joliet Moto Sports INC., This agreement is the entire agreement between Member and Joliet Moto Sports INC., regarding all uses and occupancies considered at the Joliet Moto Sports INC. park in Wilmington, IL. The Terms and conditions of this agreement are as follows.

**ALL Parties Herein Agree As To:**

1. This agreement constitutes a "Membership to the Joliet Moto Sports INC. complex for a period of one year.
2. All Members will pay an annual membership fee in the amount of \$35.00.
3. All Members will execute an Insurance Waiver upon entering the park.
4. All Members will be required to show proof of insurance or guardian insurance, where applicable.
5. Any Member under the age of 18 will be required to have a legal guardian execute this agreement.
6. All Members will show proof of Joliet Moto Sports INC. membership upon entrance to the park.
7. All Members will abide by all rules and regulations set forth by the Joliet Moto Sports INC. management.
8. All Members agree that management reserves the right to suspend or revoke this agreement for violation of any rule.
9. All Members agree to conduct themselves in a manner that is respectful of other visitors and members of Joliet Moto Sports INC.
10. ANY illegal activity of any kind will be grounds for immediate removal from Joliet Moto Sports INC. park as well as revocation of their Membership Agreement.
11. Joliet Moto Sports INC. is for the express use of all Members and visitors for the sole purpose of riding motorcycles, quad-runners, bicycles, go-karts, thrill rides and utilizing other motorized and non-motorized forms of entertainment while visiting the park.
12. ALL MEMBERS HEREBY UNDERSTAND THE ENTIRE RISK ASSOCIATED WITH BECOMING A JOLIET MOTO SPORTS INC. MEMBER AND PARTICIPATING IN ACTIVITIES THAT HAVE EXPOSURE TO INJURY. MEMBERS HEREBY AGREE THAT THIS IS A FACILITY THAT CONDUCTS NUMEROUS "EXTREME SPORT" ACTIVITIES. AS A MEMBER THEY ARE HEREBY CLAIMING KNOWLEDGE AND RESPONSIBILITY AS TO THEIR USES AND BY EXECUTING THIS AGREEMENT HEREIN ARE PROVIDING VERIFICATION TO JOLIET MOTO SPORTS INC THAT THEY ARE ASSUMING ALL RISK INCLUDING THE POSSIBILITY OF DEATH, ASSOCIATED WITH MEMBER USE OF THE FACILITY.
13. MEMBERS, HEIRS OR GUARDIANS, HEREBY AGREE TO HOLD JOLIET MOTO SPORTS INC. HARMLESS IN THE EVENT OF INJURY OR DEATH WHILE PARTICIPATING OR VIEWING ANY EVENT AT THE JOLIET MOTO SPORTS INC FACILITY. MEMBERS, HEIRS OR GUARDIANS FURTHER AGREE THAT THEY WILL NOT FILE A LAW SUIT AGAINST JOLIET MOTO SPORTS INC. FOR ANY ACTION THAT IS A RESULT OF MEMBER USE OF JOLIET MOTO SPORTS INC. FACILITY OR WHILE VISITING JOLIET MOTO SPORTS INC. FOR ANY REASON.

**I HEREBY AGREE:**

Members Signature: \_\_\_\_\_ Membership Number \_\_\_\_\_

Print Member's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_ 110703

**JOLIET MOTO SPORTS INC. ADULT RELEASE**  
**MEMBERSHIP WAIVER AND RELEASE BY ADULT, INDIVIDUALLY, AND ON BEHALF OF**  
**ALL MINOR CHILDREN FROM RESPONSIBILITY FOR ALL NEGLIGENCE UPON ENTERING**  
**ONTO THESE PREMISES AND/OR BY PARTICIPATION IN INHERENTLY DANGEROUS**  
**ACTIVITY AND INDEMNITY AGREEMENT**

This Release is executed on \_\_\_\_\_ [date], by \_\_\_\_\_  
of \_\_\_\_\_ [address], City of \_\_\_\_\_  
County of \_\_\_\_\_, State of \_\_\_\_\_, referred to as "RELEASOR."

**AS A CONDITION OF MEMBERSHIP IN JOLIET MOTO SPORTS INC. 27950 KELLY ROAD WILMINGTON, ILLINOIS 60481, YOU ARE SIGNING THIS AGREEMENT, AND YOU AND YOUR MINOR CHILDREN ARE GIVING UP YOUR RIGHTS TO SUE US FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING UPON THESE PREMISES OR DURING OUR EVENTS FOREVER.**

INITIAL: \_\_\_\_\_

Each of the undersigned being fully aware of the risks and hazards inherent upon participating in our events and/or entering upon JOLIET MOTO SPORTS INC. 27950 KELLY ROAD WILMINGTON, ILLINOIS (herein "PREMISES") and/or participating in any of the events and/or the INHERANTLY DANGEROUS ACTIVITIES held at such PREMISES, hereby elects voluntarily to enter upon said PREMISES, knowing their present conditions, promising to examine the conditions on each occasion of entry and knowing that said conditions may become more hazardous and dangerous during the time that each of the undersigned is upon the said PREMISES. Each of the undersigned hereby voluntarily assumes all risks of loss, damage, or injury, including death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on or upon the said PREMISES. RELEASOR further agrees that if at any time he/she becomes aware of any dangerous condition upon the PREMISE, he/she will immediately report it to management and will take all reasonable steps necessary to remove or reduce the dangerous condition.

INITIAL: \_\_\_\_\_

In consideration of being a member and, thereby, being permitted to enter upon the PREMISES and/or engage in any of the events and/or INHERENTLY DANGEROUS ACTIVITIES, RELEASOR, for himself/herself and his/her minor children, guests, employees, independent contractors, personal representatives, agents, heirs, and next of kin, herein "RELEASOR") forever releases, waives, discharges and covenants not to sue, any other person or entity including but not limited to JOLIET MOTO SPORTS INC., its/their officers, directors, members, managers, agents, employees, independent contractors, paramedics, health care providers, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the PREMISES, and each of them, all referred to herein as "RELEASEE," from all liability permitted at law or equity, from this date until the end of time, for all manner of loss or damage, and any claim for loss or damage, on account of injury to the person or property of RELEASOR or resulting in death of RELEASOR, whether caused by the negligence of RELEASEE or for any reason whatsoever including, but not limited to, RELEASOR being allowed in the pit area, the observation area, the track area, observing, walking, running, laying down, sitting, standing, driving, riding, practicing, racing, schooling, competing, working, operating a motor vehicle, operating a bicycle, engaging in any other sport(s), operating any mode of transportation, or for any purpose whatsoever (herein "INHERENTLY DANGEROUS ACTIVITIES") while RELEASOR is present in or upon the PREMISES or while engaging in any of the INHERANTLY DANGEROUS ACTIVITIES thereon.

INITIAL: \_\_\_\_\_

RELEASOR, assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence, or gross negligence of RELEASEE, or otherwise, while in or upon the PREMISES, and/or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES.

INITIAL: \_\_\_\_\_

RELEASOR agrees that this Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

INITIAL: \_\_\_\_\_

RELEASOR, being of lawful age, in consideration of being permitted to become a member and to enter upon the PREMISES and/or to participate in the events and/or to participate in the events and/or the INHERENTLY DANGEROUS ACTIVITIES, does for himself/herself, his/her heirs, executors, administrator, and assigns, now releases and forever discharges RELEASEE, their heirs, administrators, and executors from any and every claim, demand, action or right of action, of any kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries, death and/or property damage, known or unknown, resulting from any act or accident which may occur upon the PREMISES or as a result of participation in any of the INHERENTLY DANGEROUS ACTIVITIES, whether by negligence, gross negligence or not.

INITIAL: \_\_\_\_\_

RELEASOR further understands that he/she releases all persons or entities from any claim whatsoever on account of the rendering of health care, emergency services, first aid, treatment or services rendered to him/her while in or upon the PREMISES or while engaging in any of the INHERENTLY DANGEROUS ACTIVITIES thereon.

INITIAL: \_\_\_\_\_

RELEASOR warrants that he/she has full legal authority to execute this Release on Behalf of all RELEASEE(S) as defined herein including, but not limited to, all minor children who have accompanied he/she onto the PREMISES whether engaging in any or all of the INHERENTLY DANGEROUS ACTIVITIES are doing so with his/her knowledge and consent and with the knowledge and consent of all parent(s)/guardian(s) of said minor children. RELEASOR further warrants that said parent(s)/guardian(s) have consented and agreed to RELEASOR executing this Release on their behalf and on behalf of their minor children and, likewise, have agreed to be bound thereto.

INITIAL: \_\_\_\_\_

RELEASOR HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, liability, damages, attorneys fees, costs of litigation, or any other costs they may incur due to RELEASOR's misrepresentations herein and/or for any breach of this Release and the warranties contained herein including the presence of the undersigned, RELEASOR or his/her wife, husband, minor children next of kin, family members, or guests in or upon the PREMISES and/or their association with the membership or any of the INHERENTLY DANGEROUS ACTIVITIES whether caused by the negligence, or gross negligence, of the RELEASEE or otherwise including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to RELEASOR's membership or presence upon the PREMISES.

INITIAL: \_\_\_\_\_

**RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGE CLAIMS, LIABILITY AND/OR INHERANTLY DANGEROUS ACTIVITES OCCURING PRIOR OT THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.**

This release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

RELEASOR further states that he or she has carefully read the above Release and knows the contents of the Release and signs this Release as his/her own free act.

Dated: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

Name of Parent/Guardian (if applicable): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Membership Number: \_\_\_\_\_

\_\_\_\_\_  
[SIGNATURE] Adult individually and on behalf of all minors who have accompanied him/her on to the PREMISES whether having executed this Agreement or not.

\_\_\_\_\_  
Minor Child

\_\_\_\_\_  
Minor Child

\_\_\_\_\_  
Minor Child

INITIAL: \_\_\_\_\_