

## **MOTOR-PACING RELEASE, WAIVER AND INDEMNITY AGREEMENT**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ (hereinafter "OPERATOR/RIDER"), and Valley Preferred Cycling Center (hereinafter "VPCC"), for purposes of motor-pace training. OPERATOR/RIDER, as an operator of the motor-pacing vehicle and/or as a rider training with the motor-pace vehicle, hereby agrees and attests to the following:

1. OPERATOR/RIDER is of adult age (over 18 years of age);
2. OPERATOR/RIDER has read the Motor Pace Rules and Regulations attached hereto as Exhibit "A" (hereinafter "MPRR"); OPERATOR/RIDER fully understands the MPRR; OPERATOR/RIDER agrees to fully and unreservedly adhere to and abide by all provisions of the MPRR.
3. OPERATOR/RIDER fully recognizes and agrees that motor-pacing is an inherently dangerous activity, for both the operator of the motor-pacing vehicle and the rider(s) training with said vehicle. OPERATOR/RIDER acknowledges and agrees that motor-pacing is a voluntary recreational activity and that OPERATOR/RIDER assumes all risks involved in such activity.
4. In consideration of the promises set forth above and VPCC's permission to utilize VPCC facilities for motor-pace activities, which OPERATOR/RIDER hereby acknowledges to be of good and sufficient consideration, the receipt of which is hereby acknowledged, OPERATOR/RIDER further agrees to hereby remise, forever discharge, and fully and finally release VPCC and VPCC's past, present and future parent and/or subsidiary companies, and all agents, servants, employees, officers, representatives, directors, members, successors, affiliates, predecessors, and assigns of and from any and all claims, demands, causes of action, suits, debts, liens, dues, bonds, covenants, contracts, judgments, agreements, rights to contribution and indemnification, and any and all liabilities of any kind or nature whatsoever, whether in law or equity, whether known or unknown, that OPERATOR/RIDER ever had, now have, or may have or claim to have in the future, that arise out of or were asserted, or that could have been asserted, in relation to OPERATOR/RIDER's use of VPCC facilities as an operator and/or rider for motor-pacing activities.
5. In consideration of the promises set forth above and VPCC's permission to utilize VPCC facilities for motor-pace training, OPERATOR/RIDER further promises and agrees to save, hold and keep harmless, defend and indemnify VPCC and VPCC's past, present and future parent and/or subsidiary companies, and all agents, servants, employees, officers, representatives, directors, members, successors, affiliates, predecessors, and assigns of and from any and all expenses, payments, costs, reasonable attorneys' fees, and from any and all claims and liability for losses or damage to property, including but not limited to any injuries to the OPERATOR/RIDER

or any individuals training with OPERATOR/RIDER, or the agents and any clients, business invitees, third parties, or others using, entering, leaving, or attempting to use VPCC facilities during such motor-pacing activities or otherwise occasioned or arising from the aforementioned motor-pace activities.

6. This Release, Waiver and Indemnification and Hold Harmless Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

7. OPERATOR/RIDER hereby acknowledges that he/she is entering into a legally binding contract and further agrees to waive signing of this contract by VPCC and/or its representatives. VPCC's assent to the terms and conditions of this contract shall be implied in the permission to use VPCC facilities extended to OPERATOR/RIDER by virtue of this Agreement.

8. OPERATOR/RIDER hereby acknowledges and agrees to all rules and regulations below. Additionally, OPERATOR/RIDER acknowledges the following penalties: First offense results in a loss of motor pace privilege for the session, second offense results in a two week loss of motor pacing privilege and a \$100 re-installment penalty and the third offense results in a one-year loss of motor pacing privilege.

- Motorcycle must be inspected and approved by VPCC, 250cc maximum size.
- Driver and/or operator must present a motor pace roster prior to any motor pacing.
- Maximum 2 motorcycles on the track at any one time.
- No standing starts while motors are on the track.
- No pets in infield during motor pace sessions.
- All track gates must be closed at all times.
- All riders must use bridge to access track during motor pace session (no trackside entrance allowed once sessions start).

IN WITNESS WHEREOF, OPERATOR/RIDER hereto has set his/her hand and seal the day first above written.

Operator/Rider: \_\_\_\_\_

Operator/Rider Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Velodrome Fund, Inc. \_\_\_\_\_

Date: \_\_\_\_\_