

Rules for Under 18

Youths under the age of 18 are required to have a **Waiver of Liability/Consent form for minor/Medical Info form/Authorization for medical treatment form** and be accompanied by someone 18 years of age or older to ride at the Badlands. Please include person's name on Authorization for medical treatment form that is accompanying your child for check-in.

All forms must be NOTARIZED to be accepted.

Thank you for your cooperation.

RELEASE, WAIVER OF LIABILITY, ASSUPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of receiving from T & T CYCLE CORPORATION permission to enter upon the premises of this offtrack facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a driver, mechanic, owner, attendant, participant, spectator, bystander, child, spouse, relative or in any other capacity, in any offroad driving, as either a driver, passenger or spectator, riding or race held at these premises, each of the undersigned hereby releases T & T CYCLE CORPORATION, OFFROADS, INC., (the Releasees), its officers, directors, agents, servants, employees and licensees and any licensed promoter, and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including paralysis and death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned while in, on, or upon these premises, or any premises leased to, owned by, sanctioned by, or under the control or supervision of T & T CYCLE CORPORATION or OFFROADS, INC., or en route to or from these premises owned, leased to or under the control or supervision of T & T CYCLE CORPORATION or OFFROADS, INC. **which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees.**

Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching any of the events, races, or driving held at said premises, hereby elects voluntarily to enter upon said premises, knowing their present condition and knowing that said condition may become more hazardous and dangerous during the time that each of the undersigned is upon the same premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned while in, on or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of T & T CYCLE, INC. and/or OFFROAD, INC. and their officers, directors, agents, servants, employees and licensees.

The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the releasees, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses.

This release shall be binding upon the distributes, heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.

I have read this release, waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete, absolute and unconditional release of all liability to the greatest extent allowed by law.

In Witness Whereof, each of the undersigned has hereunto set his/her hand and seal this _____ day of _____, 20_____.

Age Printed
Parent Signature Required _____
Youth _____

SEAL

My Commission Expires:

Notary Public

(Printed)
(Residing in _____ Co. _____)

Received by: _____

T & T Cycle Company, Inc. Date_____

AUTHORIZATION FOR MEDICAL/SURGICAL TREATMENT

I, _____ being the custodial parent and/or legal guardian of
_____, born _____ in _____,
(Name of Child) (Date of Birth) (State)
and pursuant to I.C. 16-36-1-1 et seq., do hereby authorize _____
(Print Name of Authorized Person)
and/or _____ to consent to and secure for or on my behalf
(Print Name of Authorized Person)
medical and/or surgical treatment for our child.

The consent of any person listed below shall be the equivalent of consent by us personally and any physician, hospital, clinic or other medical establishment, including emergency medical personnel, may relay upon said consent in rendering medical treatment to said child, including, but not limited to, diagnoses, treatment, medication and surgery.

This consent shall remain in effect until revoked in writing by the undersigned but not more than sixty (60) days from the date of execution.

The adult person/s authorized to secure for and on our behalf medical and/or surgical treatment for and on behalf of our child are:

(Printed Name)

(Printed Name)

STATE OF _____)
COUNTY OF _____) SS:

Before me, a notary public in and for said county and state, personally appeared _____ who acknowledged the execution of the foregoing Consent and Authorization for Medical Treatment and stated that the representations contained therein are true and correct to the best of their knowledge and belief.

SEAL

Notary Public
(Printed)

My Commission Expires:

(Residing in _____ Co. _____)

Received by: _____ T & T Cycle Company, Inc.
Date: _____

**RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
FOR MINOR**

I/We the parent, or custodial parent if divorced, hereby authorize (Name of Child)_____ (Date of Birth)_____ (Day and Date of Event)_____ to participate in motorized off the road activities at the location operated by T & T Cycle Corporation d/b/a The Badlands Offroad park located in Attica, Fountain County, Indiana on the above date.

It is understood by me that my child is participating **AT THEIR OWN RISK** and that I, as the parent, or custodial parent if divorced, have full legal authority to execute this Consent and Release. Hold Harmless, Assumption of Risk, and Indemnification Agreement required to be executed by me prior to my child participating this day.

I understand this Release, Hold Harmless, Assumption of Risk and Indemnification Agreement waives valuable legal rights for me and my child and creates obligations for me to T & T Cycle Corporation and Offroads, Inc. I understand my child may suffer serious and permanent injuries or death as a result of participation. I understand that this contract releases and holds harmless T & T Cycle Corporation, Offroads, Inc. and their officers, directors, shareholders, agents, servants, employees and licensees to the fullest extent of the law.

I hereby understand and agree that by signing this document that I agree to indemnify and hold harmless T & T Cycle Corporation, Offroads, Inc. and their agents, servants, employees, licensees, officers, directors and shareholders from any and all liability of every nature and kind as a result of my child being injured or killed or any property damage to my property or others property and that I further agree to indemnify such entities and persons from any damages, attorney's fees, court costs, expert witness fees and expenses and any other costs or expenses incurred by said entities or persons.

By executing this Agreement, I declare I have read this Agreement and the Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement I have or will execute in order for my child to participate in motorized off the road activities, that I understand the same and I do so of my own free will and act that I agree to be bound by all terms, conditions and obligations thereof.

(Printed Name of Parent/Legal Custodian)

(Signature of Parent/Legal Custodian)

Driver's License Number

10 Digit Phone Number

Person and Phone Number to Contact in Emergency

Person (Please Print)

Phone Number

SEAL

Notary Public

My Commission Expires:

(Printed)

(Residing in _____ Co. _____)

Received by: _____

T & T Cycle Company, Inc. Date _____

MEDICAL INFORMATION FORM

PLEASE FULLY COMPLETE THE FOLLOWING INFORMATION IN ORDER FOR YOUR CHILD TO PARTICIPATE IN OFF-ROAD EVENTS AT THE BADLANDS:

Full Name of Child: _____ Birth Date: _____

Address: _____

Home Phone #: _____ Work Phone #: _____

EMERGENCY CONTACT INFORMATION:

Name: _____

Phone #: _____

Name: _____

Phone #: _____

Insurance Information:

*Name of Health Insurance Company: _____

Policy # or I.D. #: _____

Address of Carrier: _____

Known Allergies or conditions we should be aware of:

(Printed Name)

(Signature)

I affirm under the pains and penalties of perjury that the foregoing representations are true and correct.

(Printed Name)

(Signature)

Dated: _____

***(You must attach a copy of the front and back of your insurance card to this form)**

Received by: _____ T & T Cycle Company, Inc.

Date: _____