

LIABILITY WAIVER

By signing this document you will waive certain legal rights, including the right to sue.

I am aware that in addition to the usual dangers and risks inherent in the sport of BMX freestyle, BMX racing, digging, spectating, and having fun, certain additional dangers and risks are present when using the Beury Patch facilities. Beury Patch facilities, equipment, property, including, but not limited to, the danger and risk of falling, jumping, landing, misdirected bikes, colliding with other spectators, media personnel, riders, and judges. By signing this waiver, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage, or loss resulting therefrom.

In consideration of utilizing the Beury patch land and equipment I-we hereby agree as follows.

- To waive any and all claims for personal injury including death, illness, and-or property damage, that I may have against the Beury's, Heathens, sponsors, representatives, parents, volunteers, spectators, other participants in any way associated with the Beury's-Heathens, all of whom are herein after collectively referred to as the "releasees."*
- To release the releases from any and all liability for any loss, damage, injury, death, medical or other expense that we may suffer or that any other party may suffer as a result of The Beury's land due to any cause whatsoever.*
- To hold harmless and indemnify the releases from any and all liability for any property or personal injury to any third party resulting from my use of the Beury's land or by my participation in the sport of BMX freestyle stunting and other trail activities.*
- This release of liability shall be effective in binding upon my heirs next of kin executors, administrators, successors, and assigns in the event of my personal injury including, death, illness, and property damage.*
- I additionally agree not to take unreasonable risks while participating in trail activities including but not limited to, attempting skills or tricks that I am not qualified to perform safely, or any other participants-spectators unreasonable risk of harm.*
- I additionally agree that I shall follow correct safety procedures when using the Beury's land. I also expressly grant to the Beurys and any third party authorized by the Beurys the right to film, videotape, photograph[h, record my voice, and make any reproductions of my physical likeness and voice and the irrevocable right and perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now, known or hereafter devised, including, but not limited to, the exhibition and or online use, broadcast, theatrically or on television, cable radio, any motion picture film comma, video tape, DVD, cd or any internet service or program in which such likeness may be used or otherwise, or any published, catalogs, or websites in which such likeness may be printed, used, or incorporated and in the advertising, exploiting and publishing of the heathens and all affiliated relationships.*
- The venue and place of trial of any dispute that may rise out or be related to this agreement or the services to be preformed pursuant to this agreement or otherwise to which the Beurys or its affiliated parties shall be in district court I don't know need some numbers in center county in the state of Pennsylvania.*

I hereby certify that I-we am covered by my own medical insurance and that I have read and understand this release of liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, succorsers, and assigns may have against the releases.

The Beurys shall have the right to impose any additional conditions which, in the opinion of the Releasees, will further the intent and legal right and waivers provided herin.

I acknowledge that in executing this waiver, I am not relying on any inducements, promises, or representations made by the Releasees.

Signature

Name: _____ Signature: _____

Date: _____

Witness: _____

Date: _____

Parent/Guardian: _____ Signature _____

Date: _____