

**Gotham Mountain / Holiday Mountain  
Motocross & ATV TRACK & Trails**

RELEASE AND HOLD HARMLESS

WAIVER OF LIABILITY

I understand that my participation and or involvement in dirt bike riding, motocross riding, ATV riding on track and or trails at Gotham Mountain at Holiday Mountain in Monticello, NY carries with it the potential for certain risks, some of which may not be reasonably foreseeable. I further acknowledge that these risks could cause me harm, including but not limited to, bodily injury, damage to property, emotional distress, or death. I am a willing participant in dirt bike riding, motocross, ATV riding on track and or trails at Gotham Mountain at Holiday Mountain in Monticello, NY.

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Printed Name	Signature	Date
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Witness Name	Signature	Date
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The undersigned, by signing this agreement, accepts full responsibility and liability for him/herself while utilizing the Gotham Mountain / Holiday Mountain MX Facility herein referred to as the "Facility". This includes the tracks, trails, as well as the grounds around and including the tracks which consists of the parking areas, spectator areas and the office/restroom facility. This waiver is good for one season. A season is defined as the calendar year in which the waiver is signed, i.e. the year 2016. The undersigned acknowledges that the Facility is designed for practicing motocross. Motocross riding and racing is a sport with an inherent risk of injury and or death and the undersigned acknowledges this and accepts full responsibility for themselves in this regard. The undersigned covenants to hold harmless and not to sue or bring legal proceedings against Gotham Mountain / Holiday Mountain MX, its' owners, sponsors, employees, heirs and assigns as a result of any injury, personal property damage or death incurred while at and/or using the Facility. By signing this agreement you acknowledge that you have inspected the Facility and are aware of the complete course layout and have determined of your own free will that you have the skills necessary to ride on said Facility. You also acknowledge that you have determined that any hazards present in other areas of the facility are known to you and all persons under your care or guidance. In the event that you bring legal proceeding against the Facility, its' owners, sponsors, employees, heirs and assigns you agree to pay for all such legal expenses as incurred by the parties aforementioned that arise or are a consequence of said legal proceeding.

(Continued on next page)

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This waiver is the primary waiver document for the current use season. It will need to be resigned on an annual basis. I understand that this document will be kept on file for the entire season. Upon each day of riding at the Facility, a signature sheet will be signed acknowledging that the rider(s) have completed and continue to agree to this primary waiver document.

I have read the above waiver and understand and agree to all conditions set forth within it.

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Signature of Rider

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Date

I acknowledge receipt of this signed waiver as of the date listed below.

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Gotham Mountain / Holiday Mountain MX representative

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Date