

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT ("AGREEMENT")

I, _____, hereby acknowledge that I have voluntarily applied to enter and/or use the Rynoland facilities (the "FACILITIES") and/or participate in Rynoland activities. In consideration of being permitted by Rynoland to enter and use the FACILITIES, and as a condition of such permission, I hereby agree to release and discharge Rynoland, LLC, its agents, representatives, owners, officers, employees, affiliates, volunteers, and all other persons or entities acting on its behalf (hereinafter collectively referred to as "Rynoland"), on behalf of myself, my children, parents, heirs, assigns, personal representatives, guardians and estate as follows:

1. Acknowledgment and Assumption of Risk. I acknowledge and recognize the fact that there is an inherent danger in participating in or viewing the activities of motocross, MX, or other related off-road vehicle use, including but not limited to bodily injury, disability, paralysis, or death. These risks and dangers may be caused by my or others' action, inaction or negligence. I understand and agree that no amount of care, caution, instruction or expertise can eliminate this inherent danger. I understand there may be other risks not known or are not reasonably foreseeable at this time. I agree that I am voluntarily participating in the above activities and using the FACILITIES in spite of the potential unique risk, hazards and dangers associate with these activities. I confirm that I am physically and mentally capable of participating in said activities, and I represent that I have received no restriction on such activity from any physician. I understand that if my mental or physical condition changes after the execution of this document such that I am not capable of participating in the above activities I am obliged to cease participating in the activities. I will upon entering the FACILITIES, and will continuously thereafter, inspect the FACILITIES, and if at any time, I feel unsafe in the FACILITIES, I will immediately notify RYNOLAND and if necessary will leave the FACILITIES. As lawful consideration for being permitted to enter and use the FACILITIES, I hereby accept and assume full responsibility for any and all death, illness, injury, property damage and/or loss that I may suffer, in connection with my use of the FACILITIES, including any and all activities in which I participate in at RYNOLAND or under RYNOLAND's supervision (collectively, the "Activities"). For the avoidance of doubt, this includes but is not limited to death, illness, injury or property damage and/or loss arising from: (i) the negligence of RYNOLAND, including, but not limited to, negligent supervision, negligent rescue operations, dangerous or defective equipment or property owned, maintained or controlled by RYNOLAND, (ii) other hazards or conditions existing at the FACILITIES, and/or (iii) liability without fault, even if caused by the actions or omissions of others.

2. Waiver and Release. As lawful consideration for being permitted by RYNOLAND to enter and use the FACILITIES, I hereby release, waive, discharge and covenant not to sue RYNOLAND, or any promoters, riders, sponsors, track operators, rescue personnel, or any individuals having any connection to any events held at the FACILITIES, from any and all claims or causes of action (known or unknown, now or in the future) for injury, death, or damage arising out of or in connection with my use of the FACILITIES, including any and all Activities, whether caused by the active or passive negligence of RYNOLAND or otherwise. I agree that this release constitutes a complete release, discharge and waiver of

any actions or causes of action against RYNOLAND, arising out of or in connection with the Activities or my use of the FACILITIES. This release extends to all acts of negligence by RYNOLAND and includes, without limitation, injuries due to negligent instruction, supervision, or rescue operations, and is intended to be as broad as is permitted by law. Each release, waiver and indemnification of RYNOLAND provided herein shall also apply, with equal force and effect, as a release, waiver and indemnification of the owner of the property where the FACILITIES are located. I agree that the event that I sustain any injury at the FACILITIES, that any rescue or medical personnel may release such medical information to representatives of RYNOLAND or other EVENT promoters as necessary to allow proper reporting to any insurance carriers or sanctioning organizations.

3. Indemnity. I hereby indemnify, save, and hold harmless RYNOLAND from any and all losses, damages, liabilities or claims made by any third party arising out of my use of the FACILITIES or as a result my actions during any activities in which I participate, whether cause by the negligence of RYNOLAND or otherwise. If, despite the release, I or anyone on my behalf makes a claim or files suit against RYNOLAND, I agree to indemnify and hold harmless RYNOLAND from any attorneys' fees, expense and costs incurred to enforce this Agreement.

4. Waiver of Unknown Claims. I understand and agree that this Agreement will have the effect of releasing, discharging, waiving, on behalf of myself and my survivors, assigns, heirs and estate and forever relinquishing any and all actions or causes of action that I may have or have had against RYNOLAND whether under statutory or common law, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of or related to my use of the FACILITIES or the Activities. I fully understand that I cannot hereafter make further claims or seek any further recovery of any nature whatsoever against RYNOLAND arising out of or in connection with the Activities or my use of the FACILITIES, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by RYNOLAND. I specifically waive all rights under CA Civil Code §1542 which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

5. Rules. I agree to follow the posted rules and regulations, including those regarding hours of operation, equipment safety, and use of FACILITIES.

6. Publicity Release. I agree that if any photos/video are taken of me while in the FACILITIES, RYNOLAND has my full permission to use such photos or footage for promotional purposes. This permission is perpetual and worldwide.

7. Miscellaneous. I am not relying on any oral or written representations or statements made by RYNOLAND, other than what is set forth in this Agreement. This Agreement shall be governed by, and interpreted in accordance with the laws of the State of California, without reference to the conflict of law principles. In the event that I file a lawsuit against RYNOLAND, I agree to do so solely in Los Angeles County. I agree that if any portion of this Agreement is held to be invalid, the rest shall nonetheless remain in full force and effect.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY USE OF THE FACILITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST RYNOLAND ON THE BASIS OF ANY CLAIM RELEASED HEREIN. IT IS MY INTENTION TO RELEASE RYNOLAND AND ANY ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH TO THE FULL EXTENT ALLOWED BY LAW. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND AGREE TO THE PROVISIONS ABOVE.

Participant Signature: _____ **Date:** _____
Print Name: _____ **Date of Birth:** _____
Address: _____
Phone: _____ **Driver's License Number:** _____ **Exp. Date:** _____

PARENT OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

I am the parent or legal guardian of _____ (print minor's name) ("Minor"), and represent that I am, in fact, acting in such capacity. In consideration of Minor being permitted by RYNOLAND to use the FACILITIES and/or to participate in its activities, I agree, on behalf of Minor and myself, to indemnify and hold harmless RYNOLAND from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with the Minor's use of the FACILITIES, or any other participation by Minor in any activities at the FACILITIES. If Minor claims not to be bound by this Agreement for any reason, I hereby agree to save, indemnify, and hold harmless RYNOLAND from all claims, liability, loss, cost, or damage whatsoever which may be alleged or imposed upon RYNOLAND because of any defect in or lack of such capacity to act on behalf of Minor and release said parties on behalf of the Minor and the parents or legal guardian.

I HAVE READ AND AGREE TO THE ABOVE ADDITIONAL INDEMNIFICATION AND THE ABOVE AGREEMENT

Parent or Legal Guardian's Signature: _____ **Date:** _____
Print Name: _____
Driver's License Number of Parent/Legal Guardian: _____ **Exp. Date:** _____

PARENT OR LEGAL GUARDIAN EXECUTING THIS RELEASE BUT NOT ACCOMPANYING MINOR MUST SUBMIT A COPY OF THEIR DRIVER'S LICENSE WITH THIS DOCUMENT.