

For Minor, Both the Minor and Parental waiver must be filled out.

Parental Waiver

PARENT ASSUMPTION OF RISK AWKNOWLEDGEMENT

FOR MINOR

RIDERS NAME(PRINT) _____ AGE: _____

ADDRESS:

CITY: _____ STATE _____ ZIP _____

DATE _____ PHONE _____

RELEASE/WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY

AGREEMENT APPLICATION TO PARTICIPATE OR OBSERVE (CONVENANT NOT TO SUE)

IN CONSIDERATION of minor child (“the minor”) receiving permission from DRAGON DISTRIBUTORS, INC., DRAGON ARMS, INC., DRAGON MAN’S PAINBALL PARK, INC. THE C.S. HISTORICAL MILITARY MUSEUM,INC. MELVIN BERNSTEIN, AND TERRY FLANELL to enter upon the premises of DRAGON DISTRIBUTORS,INC. AND MELVIN BERNSTEIN AND TERRY FLANELL, in El Paso county, Colorado, I agree for myself, my minor child(ren) their personal representatives, heirs, and next of kin the receipt of such permission being hereby acknowledged, and further consideration of receiving permission to participate in dirt bike/motorcycle riding or as a spectator held at these premises, the receipt of such permission being also hereby acknowledged, each the undersigned , on behalf of himself/herself, his/her successors or assign hereby releases and forever discharges DRAGON DISTRIBUTORS,INC., DRAGON ARMS,INC., DRAGON MAN’S PAINTBALL PARK,INC., THE C.S. HISTORICAL MILITARY MUSEUM,INC., MELVIN BERNSTEIN, and TERRY FLANELL and their successors, any and all of their agents, officers, servants, assigns, and employees, dealers or operators both jointly and severally from and from any and all covenants,

liability, claims, demands, costs, expenses(including attorney’s fees) actions, and causes of action whatsoever, arising out of or related to any and all loss, damage, or injury, including death that may be sustained by any or each of the undersigned, or to any property to any 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 , including negligence of DRAGON DISTRIBUTORS, INC., DRAGON ARMS,

INC., DRAGON MAN'S PAINTBALL PARKS, INC., THE C.S. HISTORICAL MILITARY MUSEUM, INC., MELVIN BERNSTEIN, OR TERRY FLANELL, which may have been or may be sustained by the undersigned in any way relating to or arising out of dirt bike/ motorcycle riding, spectating, en route to or from these premises, or any other premises leased to or under the control or supervision of DRAGON DISTRIBUTORS, INC., DRAGON ARMS, INC, DRAGON MAN'S PAINTBALL PARK, INC., THE C.S. HISTORICAL MILITARY MUSEUM, INC., MELVIN BERNSTEIN, or TERRY FLANELL, whether caused by the negligence of the releasees or otherwise.

Each of the undersigned is duly aware that there are certain risks and hazards inherent upon entering said premises and/or in participating as a spectator and/ or

Participating in the riding of dirt bike/ motorcycles. Such risks and hazards include, but are not limited to, heat stroke, heart attack, being shot by firearms, subject to insect bites & stings, piercing plants, malfunctions of equipment by the undersigned or any other rider, cuts, bruises, broken bones, severe bodily harm, including permanent disability, or death. Each of the undersigned also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. Riders will be exposed to both natural and manmade hazards. Riding involves physical exertion and other risks, known and unknown and may result in injury to him/her or to others, or to personal property.

Each warrants and acknowledges that his/her physical condition is excellent and his/her mental state is sufficiently stable to enable him/her to participate safely. This

Includes being on any medication that would pose a risk to him/her under physically, exerting conditions.

I FULLY UNDERSTAND and will instruct the minor: To ride equipment in a manner which will not cause injury or damage to himself/herself or others riding or property of others. Understands that serious and permanent bodily injury can occur including disability, paralysis and death. Understands that it is his/her responsibility to wear approved safety gear and accepts that responsibility. Understands that additional injury can occur if additional proper safety equipment is not worn, or can result even if safety equipment is worn. The social and economic losses and/or damages that could result from those risks. COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINORS FUTURE.

Understands that there will not be an ambulance or qualified first aid personnel on the premises.

I understand that owners/operators is providing NO INSURANCE COVERAGE.

I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate. I will inspect the premises,

facilities, and equipment to be used or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING TO BE UNSAFE, I WILL INSTRUCT THE

MINOR TO IMMEDIATELY LEAVE THE PREMISES AND REFUSE TO PARTICIPATE FURTHER.

This document is intended to be a legally binding contract relieving the game operators, land owners, and their employees from liability for injury to me, the minor or

property damage. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk extends to all acts of negligence by the releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is

permitted by the laws of the Province or State in which the event (s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. If you have any doubts concerning any aspects of its contents, consult an attorney before signing it. This release of liability agreement covers all activities or events in hereafter.

I sign this agreement on my own behalf and on behalf of the Minor.

Each time I or my minor child(ren) attend the track they will need to pay a fee and sign a release in order to ride.

I hereby agree to the above release. I have read each and every item of this waiver, I understand what each and every item means and I agree to abide by the

terms of this waiver. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without inducement, assurance or guarantee being made to me and extend my signature to be complete and unconditional release to the greatest extent allowed by law This waiver applies to present or in the future. In witness of, the undersigned has executed this release on:

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to this release of liability and to all liabilities incident to him/her involvement in these programs for myself, my heirs, assigns, and next of kin.

PARENT/GUARDIAN SIGNATURE _____ DATE _____

DRIVERS LICENSE # _____ STATE _____ EXPIRATION

DATE _____

DATE OF BIRTH _____ EMERGENCY PHONE# _____

Minors Waiver

MINORS ASSUMPTION OF RISK ACKNOWLEDGEMENT

(FOR MINORS)

I have obtained my parent's or guardian's consent to participate on the premise's of Dragon Distributors, Inc, Melvin Bernstein, and Terry Flanell. I understand that I am assuming all of the risks if I get hurt while on the premises and I state the following:

1. Both my parents and I believe I am a qualified to participate in riding or spectating on the said premises, including but not limited to motorcycle and dirt bike practices. I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave the premises and refuse to participate further.

2. I understand that the ACTIVITIES ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.

3. I understand that track(s) configuration can change and track conditions will change and that it is my responsibility to ascertain and ride the track in the proper direction without creating a danger to myself and, or others by going the wrong way on the track.

4. I know that these Risks and Dangers may be caused by my own actions or inactions, the actions or inactions of others participating, the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY. THIS WAIVER APPLIES TO PRESENT OR IN THE FUTURE.

SIGNATURE OF MINOR PARTICIPATE _____

PRINTED NAME OF MINOR PARTICIPANT _____

AGE _____ DATE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE # _____