

**BOTH PARENTS OR GUARDIANS MUST SIGN THIS DOCUMENT IN ORDER FOR IT TO BE EFFECTIVE. IF ONE PARENT OR GUARDIAN SIGNS OUTSIDE OF THE PRESENCE OF AN EMPLOYEE OF BRUSHY MOUNTAIN MOTOR SPORTS PARK, THAT PARENT OR GUARDIAN'S SIGNATURE MUST BE NOTARIZED. THIS FORM MUST BE ACCOMPANIED BY MINOR CHILD'S BIRTH CERTIFICATE SHOWING BOTH BIRTH PARENTS' NAMES LISTED AS WELL AS ACCOMPANIED BY A LEGIBLE PHOTOCOPY OF THE DRIVER'S LICENSES OF BOTH PARENTS.**

**PARENT’S INDEMNITY & RELEASE**

**FOR AND IN CONSIDERATION OF** the privilege of access to Brushy Mountain Motor Sports Park, LLC, and the use of the trails herein, and for other good and valuable consideration, the undersigned, being the lawful parent or guardians of *(child's name)* \_\_\_\_\_, herein referred to as “Child”, and being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Brushy Mountain Motor Sports Parks, LLC; Mull Family, LLC; Mull Land & Development Company, LLC, and all of their respective employees, members, owners, agents, employees, or assigns of and from any and all past, present and future actions, causes of action, claims, demands, damages, costs, loss of services, expenses, compensations, third-party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, or whatever nature, and all consequential damage on account of, or in any way growing out of any and all known and unknown personal injuries, death and/or property damage resulting or to result from the presence or activities of Child in Brushy Mountain Motor Sports Park.

I acknowledge that Brushy Mountain Motor Sports Park, LLC, has made available to me its Rules and Regulations and North Carolina Session Law 2005-282, commonly known as the North Carolina All-Terrain Vehicle (ATV) Law. I hereby declare and represent that I have carefully read and understand said Rules and Regulations and the North Carolina ATV Law. I hereby declare and represent that I and/or Child am/is/are in full compliance with said Rules and Regulations and with the North Carolina ATV Law, including but not limited to, the provisions of North Carolina General Statute §§ 20-171.15 and 20-171.20.

I hereby declare and represent that I am the legal guardian of Child and have full legal authority to execute this release and indemnity, and that I will indemnify and save harmless Brushy Mountain Motor Sports Park, LLC; Mull Land & Development Company, LLC, and all its respective employees, members, owners, agents, employees or assigns (hereinafter referred to as “Released Parties”) from and against all claims of anyone whomsoever arising from third-party actions.

I hereby declare and represent that I will hold the Released Parties harmless from any liability whatsoever arising from the presence, activities, or patronage of Child in Brushy Mountain Motor Sports Park or from mine or Child’s noncompliance with any North Carolina law relating to the use of all-terrain vehicles.

I further state that I do allow my minor child to ride at BMMS Park without being accompanied by a parent or guardian.

I further state that I have carefully read the foregoing release and indemnity and know the contents thereof, and I sign the same as my own free act.

**WITNESS** my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:	BIRTH PARENTS OR GUARDIANS:
_____	_____
_____	_____

Sworn to and subscribed before me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

_____ Notary Public My Commission Expires:_____	<b>NOTARY STAMP AREA</b>
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