

2010 Cornerstone Riders Membership Agreement

Welcome to Cornerstone MX Park, as you know riding dirt bikes and ATVs can be very fun and exciting, it can also be very dangerous and can cause extreme injuries, paralysis and even death. When you ride at Cornerstone MX Park, safety is your responsibility. The following rules apply to everyone that enters this Park whether as a spectator or as a rider it is your responsibility to understand them and follow them without exception. Whether this is the first time you have been to CSMX Park or not, you must familiarize yourself with all of the rules. Failure to comply with any of these rules may result in the revocation of your Cornerstone Riders Membership and you will be asked to leave the premises. Each page of this membership document must be signed and dated by the member.

1. All riders of a motorized vehicle must sign the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** form attached to this document as well as pay the \$5 annual *Cornerstone Riders* membership fee and \$5 for each additional family member.
2. All riders and spectators must also sign the daily **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** at the gate prior to unloading your bike or ATV and pay the \$15 daily riding fee prior to riding any motorized vehicle. If you ride without paying the gate fee, you will be required to leave the park immediately.
3. All Minors must have a **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** completed by a Parent/Guardian and notarized or signed in the presence of the Track Management as part of their membership. The minor must also complete the **MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY** form and sign in the presence of the Track Management
4. By entering CSMX Park, you are assuming personal responsibility for your own actions and consequences. CSMX Park is not liable for personal injury, death, lost, damaged or stolen property.
5. **If you do not have medical insurance, you are not allowed to ride or participate in any events or general practice at CSMX Park.** Riding sports are dangerous; you could be seriously injured or killed.
6. Minors are not allowed to ride without their parent or legal guardian present.
7. Parental responsibility is a serious matter; it is your responsibility as a parent to be aware of your minor's behavior as well to ensure that your minor adheres to all of the rules of this facility.
8. All riders are REQUIRED to wear the following safety equipment while riding any motorized vehicle:
 - a. DOT approved helmet
 - b. Full protective pants
 - c. Boots
 - d. Gloves
 - e. Race jersey or long sleeve shirt
 - f. Goggles

Print Name: _____ Sign Name: I HAVE READ THIS RELEASE Date: ___/___/___

- g. Minors under the age of 16 are **REQUIRED** to wear neck protection
- h. We also suggest that all riders wear the following safety protection
 - i. Chest protector and roost protection
 - ii. Neck brace
 - iii. Knee and elbow pads
 - iv. Hip and kidney pads
- 9. **Riding in the pit and parking areas is riding a motorized vehicle, you are required to stay in first gear and idle speed only.** We will not allow fast riding in the pit or parking area. If you are riding too fast or without the REQUIRED gear, you will be asked to leave the park.
- 10. No tandem (double) riding allowed
- 11. All riders must wear your wrist bands at all times during your visit to CSMX. The wrist band must be worn on your wrist in plain view, do not place the wrist band on your bike
- 12. Do not go through closed gates, doing so violates our safety designs.
- 13. Please be sure you fully understand the direction of the track you are riding on. Enter and exit the tracks at the designated areas **ONLY**. Never ride the tracks in the wrong direction; this may result in the injury of another rider as well as yourself.
- 14. No reckless riding on or off the track. Be courteous to other riders.
- 15. No riding allowed on tracks being maintained or watered.
- 16. Use of alcohol and/or drugs is prohibited. Riding under the influence of either one of these will result in the termination of your membership.
- 17. Track maintenance can and will occur at any given time if there are safety concerns that need to be addressed including things such as watering, irrigation repair and prep work. Track maintenance requires all riders to exit the track immediately
- 18. Rider Down: In the event that you fall, if you are able, get yourself and your bike off the track immediately. If a rider goes down please lend your assistance. Warn oncoming riders of the hazard. If you are riding at the time park your vehicle off the track to avoid other riders. Ask someone for assistance. One can continue to warn other oncoming riders, the other can assist the fallen rider. If the downed rider is unconscious **DO NOT MOVE THEM** and call 911 immediately. Moving a person with a spinal cord injury can cause **PERMANENT PARALYSIS AND EVEN DEATH**. If the rider is conscious try to determine the extent of the injuries. If only minor injuries are suffered and the rider is able, assist the rider to their pit area. If you observe any obvious broken bones call 911. If the rider loses consciousness at all call 911. If the rider is a minor ask someone to find their parents. Please have someone inform the track staff of the accident immediately.
- 19. All riders are responsible for their own motorcycle and ATV's. Never "loan" your bike or ATV to someone who did not sign in to ride. If you are caught letting someone ride that has not signed in to ride and is not wearing a wrist band, you will be asked to leave the park.
- 20. **FLAGGERS AND PARAMEDICS ARE AVAILABLE ONLY DURING SPECIAL EVENTS RIDE AT YOUR OWN RISK**
- 21. Flags are different colors and have different meanings: Black flag means "No more riding" and you must exit the track. Yellow flag means there is downed rider so proceed with caution, no jumping or passing allowed while the yellow flag is out. If you disobey any flag, you will be asked

to leave the park. No flaggers on duty during public practice except in emergencies, or closing time. You must obey flags at all times.

22. Never ride above your ability. Riding within your means and ability is your responsibility. Be safe and courteous to other riders on and off the track.
- 23. NO SPECTATORS ARE ALLOWED ON THE TRACKS.**
24. No profanity, this is a family environment.
25. Do not litter. This includes used motorcycle tires, oil, and general trash. If you dump oil on the ground, or leave used tires, your membership will be revoked and you will be required to leave the park. No glass containers.
26. Four wheel utility vehicles such as gators, golf carts, mules etc... may be used for basic transport around the property. Such vehicles may only be operated by individuals with a valid driver's license.
27. There is absolutely no swimming or fishing allowed in the ponds or drainage areas. Stay away from the ponds and ditches as there is always the possibility of venomous snakes in South Texas.
28. No firearms are allowed on the premises.
29. We reserve the right to refuse service to anyone.
30. By entering into CSMX Park you are entering into what is considered a Restricted Area, you are assuming personal responsibility for your own actions and consequences. CSMX Park is not liable for personal injury, death, lost, damaged or stolen property.
31. Do not park on the roadways, driveway, and entrances to the tracks or in front of any gates. All of these areas must remain clear for track and/or emergency personnel. CSMX Park will not be liable for any damage to your vehicle being towed from the area.
32. Photographic and Video Documentation will be used on all safety issues that arise at the park.
33. Upon entering CSMX Park all photographic or video images of all visitors and/or riders are the property of CSMX Park and you hereby give permission for the use of the photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.
34. Riding motocross bikes, ATVs and other motorized vehicles is dangerous; you may be injured, paralyzed or even killed by watching or participating in this sport.
35. Any improper or unsafe behavior, conduct, equipment, actions etc. will have consequences up to and possibly including the termination of your membership.

IN CONSIDERATION of being permitted for *Cornerstone Riders Membership* and to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for themselves, their personal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENTS(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation, loss control activities or sales regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement 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 State of Texas 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 force and effect.

I HAVE READ THE RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Member Signature: I HAVE READ AND UNDERSTAND THIS RELEASE Date: ____/____/____

Signature of Parent or/Guardian: I HAVE READ AND UNDERSTAND THIS RELEASE Date: ____/____/____

Print Name: _____ Sign Name: I HAVE READ THIS RELEASE Date: ____/____/____

The following information must be completed and verified with a valid State issued Driver's License.

Last Name: _____ First Name: _____

Date of Birth: ___/___/___ Phone #: _____ Cell #: _____

Address: _____ Apt#: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Emergency Contact Name: _____ Phone #: _____

Bike Make: _____ Bike Model: _____ Plate #: _____

Bike Make: _____ Bike Model: _____ Plate #: _____

ALL Minors must also complete the MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY and PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT signed by Parent or Legal Guardian –

****ONE FORM PER CHILD****

**ALL RIDERS ENTERING THIS FACILITY MUST SIGN AND COMPLETE THIS FORM,
THERE ARE NO EXCEPTIONS.**

Print Name: _____ Sign Name: I HAVE READ THIS RELEASE Date: ___/___/___