

Quadcross New England LLC 2024 Membership Agreement

Member Information:

Name: _____ Phone Number: _____
 Address: _____ Email address: _____
 City: _____ State: _____ Zip: _____
 Date of birth: _____ Age: _____

Date: _____, 2024

By signing below, you warrant that you have read and had the opportunity to read and discuss this Membership Agreement with such advisors as you deem appropriate, and you understand the Waiver, Release of Liability, Indemnity, and Assumption of Risk Agreement.

Emergency contact: Name: _____ Phone #: _____

Racing Information:

Race Machine: Make: _____ Model: _____ Engine Size (Displacement): _____ Year: _____
 Rider number: 1st choice: _____ 2nd choice: _____ 3rd choice: _____

Membership type (check one): _____ Individual \$75
 _____ Family * (must complete separate form for each member)
 1st member \$75, 2nd member \$50, 3rd member \$25, 4+ free

No membership fees will be refunded once the first event of the season begins.

Please list all family members included in Family membership:

* Family membership only available for spouse or children under 21 years of age

Circle all classes (below) you plan to compete in for 2024:

50cc Beginner	Women	30+
50cc Modified	Open C	40+
70cc Automatic	Open B	50 +
70cc Modified	Open A	ATV Pro
90cc Beginner	450 C	ATC Open
90cc Automatic	450 B	
90cc Modified	450 A	SXS Youth
Youth Modified	25+ C	SXS Amateur
Youth All-Star	25+ A/B	SXS Pro

**These are the 2024 race orders. By circling classes above, you acknowledge their placement in the lineup. Accommodations will not be made to adjust the lineup if classes are chosen close together. Additional double gates may cause minor changes.

Payment options: Check: payable to Quadcross New England LLC
 Venmo: @QuadcrossNE

Payment and your signature below are your acknowledgement that you have adequate medical insurance, have read the QXNE Rulebook dated 12/11/23 and agree to abide by same, and understand and accept the WAIVER, RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT immediately below.

Submit signed agreement (**all 3 pages**):

Mail: QXNE, PO Box AX, Norton, MA 02766 Email: info@quadcrossne.com

NOTE: Medical insurance is required to participate in each event and proof of same must be available at each Event.

You are a QXNE member only upon receipt of this signed Agreement on page 3 and your payment in full.

Membership cards must be picked up from QXNE officials by all QXNE members in person at an event upon verification of valid ID and proof of guardianship BEFORE race registration can be completed.

Race Order **

<u>Odd Rounds</u>	<u>Even Rounds</u>
50cc Beginner	50cc Beginner
25+ A/B	Open C
SXS Pro	90cc Automatic
25+ C	Open B
450 A	50cc Modified
50cc Modified	SXS Amateur
90cc Modified	Open A
Youth All-Star	70cc Automatic
40+	Women/Youth Mod ◊
90cc Beginner	30+
450 B	SXS Youth
ATV Pro	ATC Open/50+ ◊
70cc Modified	450 C
450 C	70cc Modified
ATC Open/50+ ◊	ATV Pro
SXS Youth	450 B
30+	90cc Beginner
Women/Youth Mod ◊	40+
70cc Automatic	Youth All-Star
Open A	90cc Modified
SXS Amateur	450 A
Open B	25+ C
90cc Automatic	SXS Pro
Open C	25+ A/B

◊ Double Gate

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

IN CONSIDERATION of being permitted to be a QXNE Member and participate in any way in the sport and activities of motorized off road racing ("Motocross") in any Event at which **Quadcross New England LLC ("QXNE")** members participate and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the below undersigned, covenant to, and cause all my QXNE Associates, heirs, assigns, personal representatives, next of kin, family members, pit crew and all associated with the undersigned at each event (collectively, "QXNE Associates") to, maintain the highest and best safety protocols at each event and while engaged in Motocross knowing that Motocross is inherently dangerous and, further, the undersigned QXNE member hereby acknowledges and agrees that on behalf of him/herself, the following:

1. There is a significant risk of serious personal injury, even death, from the activity and serious, if not catastrophic, injury to, or complete loss of, equipment involved in Motocross, including **the potential for serious injury, death, disability and property damage, including total loss of vehicle**, and I am solely responsible for the safety of myself and all my QXNE Associates together with the safety and worthiness of equipment of myself and my QXNE Associates participating in each event, and I knowingly and willingly assume the risk, and I acknowledge that I have secured adequate and sufficient insurance and caused all QXNE Associates to have secured same. I also acknowledge that while particular protective equipment and personal discipline may reduce the risk of injury, disability, death, or property damage, the risk of serious and catastrophic injury and loss continues to exist;

2. I understand and accept that weather, other rides, and grooming procedures change the course conditions at any time before and throughout any event. If I or any of my QXNE Associates observe, or become aware of, any unsafe condition, unusual or unnecessary hazards during an event, I will, or cause my QXNE Associates to, bring such to the attention of the nearest official as soon as practical AND LEAVE THE AREA;

3. **I KNOWINGLY AND FREELY ASSUME ALL RISKS AND RESPONSIBILITIES**, both known and unknown, **for myself, all of my QXNE Associates**, in being a QXNE Member and participating in Motocross, knowing that motorized off road activities are physically and mentally intense, and the foregoing, the weather, Track conditions, and safety are not the responsibility of QXNE (as QXNE is providing only ministerial services in identifying QXNE Members, collecting forms and like services), but rather that of the applicable Track and/or myself and my QXNE Associates, and I knowingly and willingly assume all risks of whatever type and kind for myself and my QXNE Associates;

4. **I ASSUME ALL RESPONSIBILITY FOR MY PARTICIPATION AND THAT OF MY QXNE ASSOCIATES in any Motocross event. I acknowledge and agree that NEITHER QXNE NOR ANY TRACK PROVIDES HEALTH OR ANY OTHER INSURANCE COVERAGE which extends to QXNE members or any QXNE Associates;**

5. I covenant to maintain, and cause all my QXNE Associates to maintain, the highest and best safety practices while engaged in Motocross and agree to comply with all QXNE rules and regulations, any and all rules and regulations of the Track and other premises used to conduct motorized offroad activities, but understand and acknowledge that even such compliance does not ensure against serious, perhaps catastrophic, injury to person(s) and property, all of which I assume on behalf of myself and my QXNE Associates;

6. In exchange for the opportunities to be a QXNE member and to participate in any event involving QXNE members, I **FOREVER, ON BEHALF OF MYSELF AND MY QXNE ASSOCIATES, EXPRESSLY INTENTIONALLY AND UNCONDITIONALLY AND IRREVOCABLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN AGAINST QXNE AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES, TRACK AND/OR LESSORS OF THE PREMISES USED TO CONDUCT THE MOTORIZED OFFROAD ACTIVITIES AND THEIR OFFICERS, OFFICIALS, AGENTS, PROMOTERS, SPONSORS AND/OR EMPLOYEES**, individually and collectively, ("Releasees"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, loss, or damage to person or property, of whatever type and kind, including catastrophic loss of vehicle and death, however caused;

7. This Agreement covers each and every motorized off-road activity and/or event in which I, and/or my QXNE Associates, participate or attend;

8. **I CONSENT, AND SHALL CAUSE ALL MY QXNE ASSOCIATES TO CONSENT, TO RECEIVE ANY MEDICAL TREATMENT IF I AM OR ANY QXNE ASSOCIATE IS, INJURED OR REQUIRES MEDICAL ATTENTION DURING ANY EVENT AND I UNDERSTAND AND AGREE TO ASSUME ALL RESPONSIBILITIES, FINANCIAL OR OTHERWISE, FOR DOCTOR, AMBULANCE, HOSPITAL AND MEDICAL EXPENSES AND ANY LOSS OR INJURY PERSONAL OR TO PROPERTY, TO ME AND MY QXNE ASSOCIATES DUE TO BEING PRESENT AT ANY EVENT;**

9. **ON BEHALF OF MYSELF AND ALL MY QXNE ASSOCIATES, I HEREBY RELEASE, WAIVER, FOREVER DISCHARGE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND INDEMNIFY AND HOLD HARMLESS QXNE AND ITS AGENTS AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL CLAIMS ARISING OUT OF PERSONAL AND PROPERTY INJURY, DAMAGES, OF WHATEVER TYPE AND KIND, ARISING FROM ATTENDANCE AT, OR PARTICIPATION IN, ANY EVENT (INCLUDING DEATH AND DISABILITY) AND HEREBY DEFEND, INDEMNIFY, AND HOLD HARMLESS QXNE, ITS OFFICERS, OWNERS, MANAGERS, AND AGENTS,**

INDIVIDUALLY AND COLLECTIVELY, AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGEMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY'S FEES, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH ANY CAUSES OF ACTION, LIABILITY(IES) AND CLAIM(S) ARISING FROM ATTENDANCE OR PARTICIPATION BY ME AND ANY AND ALL OF MY QXNE ASSOCIATES AT ANY EVENT, INCLUDING MOTOCROSS AND MOTORIZED OFF-ROAD ACTIVITY. AND, FURTHER, ON BEHALF OF MYSELF AND MY QXNE ASSOCIATES, I COVENANT NOT TO, AND SHALL CAUSE MY QXNE ASSOCIATES NOT TO, BRING ANY CAUSES OF ACTION CLAIMS AGAINST RELEASEES, AND FOREVER RELEASE AND DISCHARGE RELEASEES, INDIVIDUALLY AND COLLECTIVELY, FROM ANY AND ALL LIABILITY(IES) UNDER SUCH CLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. The undersigned acknowledges and agrees that they are not suffering from any physical, mental and/or emotional distress or impairment that would, in any way, interfere with their participation in Motocross now and confirm same upon participation at each event.

THE UNDERSIGNED ACKNOWLEDGES AND HAS CAUSED EACH OF HIS/HER QXNE ASSOCIATES TO UNDERSTAND AND ACKNOWLEDGE THAT: MOTOCROSS IS AN INHERENTLY DANGEROUS SPORT AND HAVE READ AND UNDERSTAND THIS AGREEMENT AND ALL INFORMATION PROVIDED IN THIS AGREEMENT, INCLUDING 2024 QXNE Official Rulebook AND HAS READ AND FREELY AND VOLUNTARILY SIGNS THIS WAIVER/RELEASE OF LIABILITY, INDEMNITY, AND ASSUMPTION OF RISK AGREEMENT; I agree to, and cause all my QXNE Associates to, comply both with all provisions of this Agreement, including the 2024 QXNE Official Rulebook, applicable track event rules and highest safety standards, and acknowledge and agree that QXNE is not responsible for the safety of person(s) or property of myself and/or my QXNE Associates, as QXNE is providing only ministerial services in identifying QXNE Members and collecting information; and further affirms that no oral representations, statements or inducements apart from the foregoing written agreement have been made. This Agreement is binding on and shall inure to the benefit of QXNE its respective successors, assigns, and representatives. The person signing below has provided true and accurate and complete information and QXNE may rely on the true, accurate, and complete information provided. This Agreement covers each and every motorized off-road activity and/or event in which I participate or attend hereafter.

Signature: _____ Date: _____, 2024
QXNE Adult Member/Parent/Guardian

Printed Name: _____
QXNE Adult Member/Parent/Guardian

Printed Name of Minor Member if Parent/Guardian signs above: _____