

YOUTH MEMBERSHIP

To be completed for all participants age 6 to 15

MEMBERSHIP APPLICATION and WAIVER, RELEASE AND INDEMNIFICATION OF ROCK CRAWL ENTERPRISES, LLC, d/b/a BURNING ROCK OFF-ROAD PARK and BEAVER COAL COMPANY, LIMITED

YOUTH'S NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____ DOB/AGE _____

OFF ROAD VEHICLE INFORMATION Year/Make/Model _____ License Plate _____

PARENT'S NAME and PHONE NUMBER _____

PLEASE STATE MEDICAL CONDITIONS AND/OR ALLERGIES: _____

For and in consideration of the minor's entry upon and use of the premises leased to Rock Crawl Enterprises, LLC, d/b/a Burning Rock Off-Road Park (hereinafter "BRORP"), by Beaver Coal Company, Limited, the premises so leased being hereinafter identified as the "Premises", intending to be legally bound, do hereby covenant and agree as follows:

_____ 1. I/We certify that I am/we are _____ (or are not _____) members of Burning Rock Off-Road Park and that I am/we are the parent(s)/legal guardian of the above-named youth (hereinafter identified as the "minor") and acknowledge that the Premises consist in large part of land that is mountainous in topography and that has been extensively logged over, strip mined, deep mined, and that the Premises contain many other hazards which may include but not be limited to roadways, highways, rail lines, streams, and abandoned strip mines and mine workings. I/we acknowledge the risks inherent in such hazards and further acknowledge the risks inherent in the operation of motorcycles, ATVs, UTVs, SxS, 4x4 vehicles, and other off-road vehicles on or about the Premises.

_____ 2. I/we acknowledge and fully understand that the minor for whom I/we execute this document may engage only in off-roading and related activities upon the Premises and that such activities involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from the minor's own acts, omissions, or negligence but from the acts, omissions, or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

_____ 3. I/we assume ALL of the foregoing risks, and all other risks, whether known or unknown, that may be present in the minor's entry upon and use of the Premises and areas appurtenant thereto, and accept personal responsibility for the damages or injuries the minor may sustain to his or her person or property while upon the Premises, including permanent disability or death.

_____ 4. I/we hereby agree, for myself/ourselves and for my/our heirs, executors, administrators, representatives, successors, and assigns, to release, waive, discharge, indemnify and hold harmless **Rock Crawl Enterprises, LLC, d/b/a Burning Rock Off-Road Park, and Beaver Coal Company, Limited**, and their officers, directors, limited and general partners, agents, employees, successors and assigns, from any and all claims, suits, demands, obligations, actions, causes of action, rights or damages, litigation expenses, attorney's fees, costs and expenses, including but not limited to claims for personal injury, permanent disability, death or property damage arising from or in any way related to the minor's entry upon and use of the Premises or areas appurtenant thereto.

I/WE HAVE READ AND UNDERSTAND THE FOREGOING FULLY AND COMPLETELY INDICATE THE SAME BY MY/OUR SIGNATURES BELOW AND BY MY/OUR INITIALS NEXT TO EACH PARAGRAPH ABOVE. THE UNDERSIGNED DOES HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF, AND AGREE TO ABIDE BY, THE RULES AND REGULATIONS OF BRORP. Member grants BRORP permission to take video and photos of the Member and such images may be used by BRORP for their website and in promotional materials.

Date: _____

Parent's Signature
Name (print) _____

Date: _____

Parent's Signature
Name (print) _____