

# THE MALLE MILE

## THE MALLE MILE FESTIVAL - MOTORCYCLE RACING WAIVER RELEASE FORM

Fully complete forms with signatures are mandatory in order to race at The Malle Mile Festival '24, held at Grimsthorpe Castle, Bourne, United Kingdom. Race spots are very limited, so please upload a signed copy to complete your Racer-Registration.

### MOTORCYCLE RIDERS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK

In consideration for the opportunity for participation and utilisation of the track and premises of 'The Mile' at Grimsthorpe Castle (Track), Grimsthorpe Castle Ltd and TheMalleMile Ltd. (Owner), and their respective affiliates in furtherance of the sport of motorcycle riding, racing, and related activities, (hereinafter collectively called "Motorcycle Racing").

The Mile is a 'gentlemanly' race and an opportunity to run rare, classic and custom motorcycles against each other over a range of race types 1. The Sprint - an 1/8 mile grasstrack sprint track. 2. The Hill Climb - a slalom sprint track. 3. The Malle 500 - a multi bike scramble race. 4. The Malle Go Round - Flat Track race and the non competitive off-road Scramble. All events are approached in the good-humored spirit of the day. None of the races are solely focused on speed, some races may involve an extra activity, if all riders accept the challenge laid out by the race officials.

ALL RIDERS WANTING TO PARTICIPATE WILL REQUIRE A VALID MOTORCYCLE LICENSE, WITH MOTORCYCLE INSURANCE FOR THE BIKE THEY'RE RACING AND ALL RIDERS WILL NEED TO BE 18 YEARS OF AGE OR OVER.

Pre Note - All riders will be courteous and refrain from intentional damage, harm, horseplay, or unsafe riding practices of any kind. All riders will not exceed 5mph anywhere on the grounds, unless they are on the designated racetrack and motioned to race by the race officials.

4. I further agree that I WILL NOT SUE OR OTHERWISE MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of my participation in 'The Mile' and Motorcycle Racing activities (Initial here \_\_\_\_\_).

5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs, including attorneys' fees, incurred in connection with any action brought against them, jointly or severally, as a result of my participation in 'The Mile' and Motorcycle Racing activities. (Initial here \_\_\_\_\_).

6. I will take full responsibility for, and hold harmless Released Parties for any injury, property damage, or death that I may suffer or inflict upon others or their property as a result of my engaging in 'The Mile' and Motorcycle Racing activities (Initial here \_\_\_\_\_).

7. I agree that I will operate the said equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial here \_\_\_\_\_).

8. I have read and understand the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgment of the assumption of liability by me of all risks arising out of my engaging in 'The Mile' and Motorcycle Racing activities (Initial here \_\_\_\_\_).

9. I further represent that this Release of Liability, Waiver of Legal Rights and Assumption of Risk shall continue in full force and effect for so long as I engage in 'The Mile' and Motorcycle Racing activities which are in any way connected to or with the Released Parties (Initial here \_\_\_\_\_).

10. I further represent that I am at least 18 years of age, I waive and release any and all legal rights that may accrue to me, as the result of any injury or damage that I may suffer while engaging in 'The Mile' and Motorcycle Racing activities (Initial here \_\_\_\_\_).

## THE MALLE MILE MOTORCYCLE RACING WAIVER

All riders will supply their own safety equipment, not limited to helmet, protective goggles/eye-wear, protective footwear (with ankle support), protective jacket, protective trousers and protective gloves. All riders will refrain from alcohol/intoxicants until the days racing has completed. Riders may be 'breathalysed' if seen acting under the influence during the days racing and not permitted to race. Failure to comply to this may result in removal from the races and site at organisers discretion.

I hereby understand and agree to this Release of Liability, Waiver of Legal Rights and Assumption of Risk and to the terms hereof as follows:

1. I acknowledge that Motorcycle Racing is an action sport and recreational activity involving travel in three dimensions and that such activity is subject to mishap and even injury to, or the death of participants. I understand I may suffer broken bones, internal injuries, paralysis, or fatal injury, as well as the loss of or damage to personal property while participating in Motorcycle Racing. (Initial here \_\_\_\_\_).

2. I hereby RELEASE AND DISCHARGE Track, Owner and all related parties, event volunteers, company officers, directors, elected officials, agents, employees, and owners of equipment and the land used for racing activities (hereinafter collectively referred to as "Released parties"), from any and all liability, claims, demands or causes of action that I or my representatives may hereafter have for injuries, loss of life, and all other forms of damages arising out of my participation in Motorcycle Racing activities, including, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES (Initial here \_\_\_\_\_).

3. I understand and acknowledge that Motorcycle Racing and riding activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY OR OTHER FORMS OF DAMAGES SUSTAINED WHILE PARTICIPATING IN MOTORCYCLE RACING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial here \_\_\_\_\_).

11. I hereby expressly recognise that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in 'The Mile' and Motorcycle Racing activities including any claims related to the negligence of the Released Parties by any of the undersigned (Initial here \_\_\_\_\_).

12. I hereby understand that there will be no flaggers or EMT's on site. (Initial here \_\_\_\_\_).

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT.

Date: \_\_\_\_\_

Name of Adult Participant: \_\_\_\_\_

Signature of Adult Participant: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

Motorcycle/Age/Engine Type: \_\_\_\_\_