

## **INSTRUCTIONS FOR ALLOWING MINORS TO ATTEND THE NOHVA JAMBOREE WITHOUT A PARENT OR GUARDIAN**

**Only a legal mother or father, or a legal guardian can sign the proper forms.**

**Unless they are legal guardians, brothers, sisters, grand parents, other relatives, close friends, etc. cannot sign for minors as they legally cannot make decisions for minors.**

**Why is this necessary? Just about every Jamboree we have an angry parent looking for their child. The child was to be some where else. Parents deserve to know where their children are and we want to prevent this from happening again.**

If you are under 19 and attend the jamboree **WITH YOUR PARENT** or guardian, your parent or legal guardian can come to the jamboree and complete the paperwork at the sign up tent and the following releases will not be needed to be completed before the jamboree.

If you are under 19 and attend the jamboree **WITHOUT YOUR PARENT** or guardian, and you want to be at the riding area for any reason to attend, spectate, participate, race, watch, ride, ride with someone, park, camp and participate in the jamboree, you need to print up and complete all three pages following this page. If you do not plan to complete the following forms, visit the area another week.

- ➔ The "36<sup>th</sup> NOHVA 2010 Summer Jamboree Minor Permission Letter". This form is one page and the legal parents or legal guardian must sign this page under the witness of a notary public.
- ➔ The "Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement". This form is two pages. The legal parents or legal guardian must sign one page under the witness of a notary public and the minor must sign one page under the witness of a notary public.
- ➔ A notary public must witness the signing of all pages and document the witness of legal signatures with a notary public seal on each page where a parent, guardian or minor signature is required.
- ➔ Hand written letters are no longer accepted.

### **ALL THOSE UNDER THE AGE OF 16 MUST BE UNDER THE DIRECT SUPERVISION OF A PARENT, A DESIGNATED RESPONSIBLE ADULT OR LEGAL GUARDIAN AT ALL TIMES.**

**Direct supervision is defined as "the minor under 16 must be within DIRECT VIEW of the parent, adult or guardian at all times".** Anyone under 16 is not allowed to "ride around" in the parking area or any trails unless they are in the direct view of the parent, adult or guardian, even with all letters and releases completed.

A Designated Responsible Adult is an adult who is authorized by the legal parents or legal guardian in writing stating that the parents have assigned the Designated Responsible Adult to act in their behalf to insure the safety of their minor son or daughter. A notary public must witness that the legal parents or legal guardian authored and signed the letter assigning the Designated Responsible Adult by name and stating their responsibilities.

Questions or need the blank forms mailed to you?

Contact Dan Nitzel, NOHVA Business Manager  
2231 W. 10<sup>th</sup> Street  
Grand Island, NE 68803

or call 308-381-2143. We will not mail out release forms after June 1, 2010.

# 36th NOHVA 2010 Summer Jamboree Minor Permission Letter

## Completion of this document must be witnessed before a Notary Public.

I \_\_\_\_\_ hereby give \_\_\_\_\_, who  
(name of legal parent or legal guardian) (name of the person attending event)

is a minor and is related to me as my \_\_\_\_\_, permission to spectate and participate  
(son, daughter, legal foster child)

in the Nebraska Off Highway Vehicle Association Fall Jamboree that will be held on June 11, 12 and 13, 2010 at the Headworks OHV Park near Genoa Nebraska. I have assigned

\_\_\_\_\_ of \_\_\_\_\_ and who is my  
(person responsible for the safety of minor) (residence of responsible person)

\_\_\_\_\_ to supervise minor son, minor daughter or otherwise related minor as the  
(relation of responsible person)

responsible adult.

I understand that my minor son, minor daughter or otherwise related minor will be allowed to watch and/or participate in events were two or more ATV or dirtbike riders will be competing against each other on ATVs and dirtbikes. In some of these events riders will travel at high rates of speed, sometimes exceeding 50 mph with little or no supervision.

I understand that riding an ATV or dirtbike can be dangerous and could result in injury or death to my minor son, minor daughter or otherwise related minor. ATV and dirtbike riding will not be supervised in any way including the enforcement of the use of safety gear, the observation of speed limits and stunts.

I understand that if my minor son, minor daughter or otherwise related minor is camping out at the jamboree, or present in the parking areas, there will be no supervision. Additionally, they could be injured or killed from ATV or dirtbike riders, camp fires, cars and trucks, severe weather or other unforeseen acts or events.

While there will be limited security at the event, the security staff cannot be every where. I understand that my minor son, minor daughter or otherwise related minor will be in the company of adults and possibly other minors who may have and may be consuming alcohol and/or drugs and may be under the influence of alcohol or other substances.

In addition to this letter, I will fully compete the following two releases, all witnessed by a public notary. If any of these forms are not fully completed, your minor son, minor daughter or otherwise related minor will not be allowed to attend or participate in the Jamboree.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
( Legal parent or guardian ) ( Date )

Print street address, city, state and zip code of legal parent or guardian

\_\_\_\_\_

**Phone numbers to call in case of an emergency** \_\_\_\_\_

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of notary and seal \_\_\_\_\_

# PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

TBQ Sport Club, Inc.

Nebraska Off Highway Vehicle Assn. Jamboree, Headworks OHV Park, Genoa, NE

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT 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, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities 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 ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.**

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
PRINTED NAME OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS

\_\_\_\_\_  
NAME and AGE OF MINOR PARTICIPANT

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, or the negligence of others, including those persons responsible for conducting the event(s).

**I HAVE READ THE ABOVE ASSUMPTION OF RISK ACKNOWLEDGEMENT, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.**

\_\_\_\_\_  
SIGNATURE OF MINOR PARTICIPANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF MINOR PARTICIPANT

\_\_\_\_\_  
AGE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PRINTED NAME OF WITNESS