

SWAN CYCLE PARK, INC. 2022 PRACTICE MEMBERSHIP AGREEMENT

This agreement is entered into between _____ PARENT / ADULT Please Print Name
("Member") and Swan Cycle Park, Inc. Member acknowledges receipt of a copy of this membership agreement and agrees to be bound by the rules and regulations that are a part of this agreement. Member understands that his/her membership may be terminated at any time, without a refund of dues, for his/her failure to obey these rules and regulations. (903) 882-4215 www.swanmx.com

MEMBER COPY
(Keep For Your Records)
EXPIRES: Dec. 31, 2022

PRACTICE

Member receives the right to practice at Swan Cycle Park, seven days a week, during the term of this agreement except for the following:

- a) Gate unlocks at 9:00am.
- b) Gate locks at 9:00pm. **NO riding after sunset.** *If you can't see the sun on the horizon, the track is closed.*
- c) No riding during race weekends.
- d) No riding during other track closures due to any other reasons (*weather, track maintenance, etc.*).

ALWAYS CALL (903) 882-4215 AND LISTEN TO THE RECORDING TO MAKE SURE THE TRACK IS OPEN BEFORE COMING TO RIDE.

PREPPED TRACK PRACTICE

On a daily basis, members ride the track as is. When we reopen after being closed due to rain, the track is groomed and nice for a day. On most non-race weekends, members will be able to practice on a watered or a groomed track on Sundays, or occasionally on a Saturday.

RACE WEEKENDS & ORGANIZED PRACTICE DAYS

A practice membership and the included member RV hookups are separate from race weekends and Organized Practice days. We have a full staff of flaggers, workers, and paramedics at every race, so the gate admission and practice/race fees help cover the extra expenses.

RULES AND REGULATIONS

- 1. Medical Insurance is **NOT** provided to riders or their guests while on the premises at Swan Cycle Park, Inc. Riders and all others are responsible for providing their own medical insurance.
- 2. **Riding is open to all ages and skill levels. Be aware of all other riders (*little kids and beginners*) while you are on the course. ALWAYS make a couple of SLOW laps first.**
- 3. **NO caution flaggers, or paramedics are provided for daily practice riding. Ride at your own risk.**
- 4. NO riding unless accompanied by another person (*rider or not*) who is capable of calling for emergency help, if needed.
- 5. Members must enter/exit through designated gate that is kept closed and locked at all times.
- 6. Gate passes shall be used by members only. Any member allowing their gate pass to be used by another person will immediately lose their membership. **DO NOT ALLOW A NON-MEMBER TO USE YOUR GATE PASS.**

Lost gate passes may be replaced for \$25 each.

- 7. **MEMBERS ARE ALLOWED TO BRING NON-RIDING GUESTS ONLY. DO NOT ALLOW TO RIDE IN PITS. NOTICE! ANYONE RIDING ON PROPERTY WITHOUT A MEMBERSHIP MAY BE CHARGED WITH TRESPASSING AND THEFT.**
- 8. Use of alcohol and/or drugs is prohibited. Riding under the influence of either will result in the loss of your practice membership.
- 9. Only motorcycles are allowed on the race track. 4-wheel ATV's are permitted on the property but only in the practice parking area, and can be ridden only by adults. NO 3-wheelers allowed.
- 10. All machines must keep the muffler (*with packing*) on your bike.
- 11. **Safety equipment (*DOT approved helmet, protective eyewear, boots, shirt, and full pants*) must be worn at all times when riding. Gloves, knee protection, and shoulder pads are strongly recommended. HELMETS must be worn and buckled at ALL times when riding. No passengers on track.**
- 12. Parking permitted in designated practice parking area only. **No riding in the rest of the pit areas.**
- 13. Riding in the practice parking area should be limited to first gear only. A helmet must be worn at all times.
- 14. Overnight camping and use of the water and electricity is permitted in the designated practice parking area only (*excluding race weekends*). No long term stays.
- 15. **Only ride on the track or the infield roads! Track is to be ridden in a clockwise direction only. Ride in the direction of the marking numbers. No riding on any of the grass. No riding on the sides of the jumps or back of the berms. Do NOT ride across the infield areas of the race track. Never stop in middle of the track, or on the backside of a hill!**
- 16. **No riding on the track while any tractor, equipment, or truck is working on the track.**
- 17. The restrooms and hot showers are open for your convenience; please help us take care of them. **Please flush the toilets.**
- 18. Pets must be kept on a leash at all times. (*Pets need to stay at your vehicle.*)
- 19. Firearms are allowed on the premises; please keep them put away safely.
- 20. Any improper or unsafe behavior, conduct, equipment, actions, etc. will result in penalties or loss of membership without a refund of dues.

Date: _____

PARENT / ADULT Signature: _____

SWAN CYCLE PARK, INC. 2022 PRACTICE MEMBERSHIP AGREEMENT

PARENT / ADULT Please Print Name

This agreement is entered into between _____ (“Member”) and Swan Cycle Park, Inc. Member acknowledges receipt of a copy of this membership agreement and agrees to be bound by the rules and regulations that are a part of this agreement. Member understands that his/her membership may be terminated at any time, without a refund of dues, for his/her failure to obey these rules and regulations. (903) 882-4215 www.swanmx.com

SWAN COPY

Return pages 2, 3, and 4
Swan Cycle Park Use Only
EXPIRES: Dec. 31, 2022

New Renew

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Date: _____

PARENT / ADULT Signature: _____

**SWAN CYCLE PARK, INC.
2022 PRACTICE MEMBERSHIP APPLICATION**

Applicant hereby applies for a Practice Membership at Swan Cycle Park, Inc. Upon becoming a Member, Applicant agrees to be bound by the rules and regulations set forth by Swan Cycle Park, Inc. Swan Cycle Park, Inc. reserves the right to reject this Membership Application for any reason.	Swan Cycle Park Use Only <input type="checkbox"/> New <input type="checkbox"/> Renew EXPIRES: Dec. 31, 2022
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PRINT CLEARLY IN BLACK OR DARK BLUE INK

PARENT / ADULT ONLY NAME & AGE MUST BE 18 YEARS OLD	PARENT / ADULT ONLY
FAMILY MEMBERS NAMES & AGES (Of ALL Riders)	<i>PLEASE FILL OUT COMPLETELY INCLUDING PHONE NUMBER AND EMAIL!</i>
MEMBER CARD #	
ADDRESS	
CITY, STATE, ZIP	
CELL PHONE	EMAIL
EMERGENCY CONTACT NAME & PHONE	
BIKE BRANDS, SIZES, & NUMBERS	
DO YOU HAVE MEDICAL INSURANCE? PLEASE CIRCLE ONE: YES OR NO	Note: Rider medical insurance is NOT provided to riders while on the premises of Swan Cycle Park, Inc. Riders are RESPONSIBLE FOR PROVIDING THEIR OWN MEDICAL INSURANCE. You should not ride if you do not have medical insurance. Motorcycles and off road vehicles are dangerous; you could be injured or killed.
PAYMENT INFORMATION <i>This information is kept confidential and is NOT stored on a computer or the internet.</i>	<input type="checkbox"/> Check (payable to Swan MX) <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash Card # _ _ _ _ - _ _ _ _ - _ _ _ _ - _ _ _ _ Exp. Date _ _ / _ _ CVC _ _ _

PLEASE SELECT MEMBERSHIP TYPE: Valid through December 31, 2022	JANUARY Valid from Jan. 1 - Dec. 31 (12 months)	MAY Valid from May 1 - Dec. 31 (8 months)	SEPTEMBER Valid from Sept. 1 - Dec. 31 (4 months)
<input type="checkbox"/> Individual Membership (One rider only)	\$325	\$275	\$200
<input type="checkbox"/> Family Membership (On same tax return)	\$400	\$350	\$275
Membership Sign-up Dates <i>Scheduled New Member sign-up dates</i>	Non-Race Sundays in January from 10am-2pm	Non-Race Sundays in May from 10am-2pm	Non-Race Sundays in September from 10am-2pm

**Renewing
members
may renew
anytime!**

**3 EASY
WAYS to
RENEW!**

- ◆ MAIL TO Swan MX Raceway Park, 12068 CR 433, Tyler, Texas 75704. (We will email you to confirm receiving it.)
- ◆ HAND DELIVER on any race weekend or membership sign-up date.
- ◆ Notify us several days ahead of when you want to ride. We will re-activate your gate card so you can let yourself in the gate, turn in your papers, and then ride!

STATEMENT OF RESPONSIBILITY

Off road motorsport activities are inherently dangerous. You should take part in any riding activities based on your own assessment of your abilities. You are responsible for the quality and condition of your vehicle and protective apparel. Neither Swan Cycle Park, Inc., the landowners, nor their agents provide insurance coverage. If you have any doubts about your personal abilities, if you have not adequately prepared yourself and your equipment, if you question the safety of the property, or if you believe your personal insurance coverage is inadequate, you should refrain from any off road motorsport activities. Understanding this, I voluntarily sign the following release and waiver of liability:

RELEASE AND WAIVER OF LIABILITY

In consideration of being granted an opportunity to enter the premises at Swan Cycle Park, Inc. in Tyler, TX, and intending to be legally bound hereby agree:

I, for myself, my heirs, personal representatives, and assigns, HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS AND INDEMNIFY Swan Cycle Park, Inc., the promoters, the property owners, and the officers, directors, officials, representatives, advertisers, sponsors, agents, workers, and employees of all of them, OF AND FROM ALL LIABILITY, LOSS, CLAIMS, DEMANDS AND POSSIBLE CAUSES OF ACTION that may otherwise accrue FROM ANY LOSS, DAMAGE OR INJURY (INCLUDING DEATH) TO MY PERSON OR PROPERTY, that in any way results from my activities while on the premises at Swan Cycle Park, Inc., from any cause whatsoever including without limitation the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of other persons. I KNOW THE RISK & DANGER TO MYSELF AND PROPERTY while upon said premises or while operating my motorcycle or ATV and I DO SO VOLUNTARILY AND IN RELIANCE, not upon property, equipment, facilities and existing conditions furnished by others, but UPON MY OWN JUDGMENT AND ABILITY, and I thereby ASSUME ALL RISK FOR LOSS, DAMAGE OR INJURY (INCLUDING DEATH) TO MYSELF AND MY PROPERTY from any cause whatsoever and whether or not attributable to the negligence of others.

I FULLY UNDERSTAND THAT MOTORCYCLE RIDING IS DANGEROUS AND THAT THERE IS NO MEDICAL INSURANCE PROVIDED. YES, I HAVE READ THIS RELEASE. (BLACK OR DARK BLUE INK ONLY.)

Parent or Adult (Print)

Signature

Date

Parent or Adult (Print)

Signature

Date

PARENTS RELEASE AND WAIVER OF LIABILITY FOR MINORS

To be completed if any Member/ Rider is under 18 years of age.

I am the parent or legal guardian of **(Print All Minor Rider's Names)** _____

If married, I have the authority of my spouse to sign this agreement as the spouse's agent and on the spouse's behalf. I understand that my signature, under oath, may subject me to penalties of perjury if any of the above statements are not true and correct. In consideration of and as inducement to, Swan Cycle Park, Inc. permitting my child (the rider) to participate in a motorsports activities on the property of Swan Cycle Park, Inc., I for myself, my spouse (if married), my heirs, personal representatives and assigns to waive and release any and all damages and claims for which I, or they may have against Swan Cycle Park, Inc., or any of their officers, directors, workers, or employees of or by reason of any loss, damage or injury (including death) which may occur to my child and further for myself, my heirs, personal representatives, assigns, and my spouse (if married) I do agree hereby to indemnify and save harmless Swan Cycle Park, Inc., their heirs, successors and assigns, and their officers, directors, workers, employees, sponsors and all others associated with the event from any and all liability, loss, claims, demands and possible causes of action that may accrue to myself, my spouse (if married), or my child by reason of participating in activities at Swan Cycle Park, Inc.

Parent's Signature