

The AMA and Minors

In any AMA event, anywhere in the US, and in any discipline, if the rider is under the age of majority, which in California is 18, that rider cannot enter any AMA race all by him/herself, there must be parental involvement in the signup process.

There are 2 parts to a minor riding an AMA event. First, they cannot even sign up at an AMA event without having either a parent or a legal guardian actually physically present at Sign-up. Second, there are 2 varieties of Minor Releases. The rider must possess one or the other.

When a minor signs up, they have to either present a current valid AMA Annual Release and Waiver card or they and their parent(s) must fill out a Minor Release form. One or the other MUST be provided or the signup crew cannot sign the rider up.

Unlike the notarized Power of Attorney form, the Minor Release form MUST be signed by both parents with only two exceptions- if the other parent is deceased or the parent who is present has sole court-approved legal custody, then that parent can sign the Minor Release form without the other parent's signature. These are the only exceptions the AMA will allow - if the other parent has skipped town and hasn't been seen for years, but you don't know that he/she is deceased, unless you have gone to court and gotten full legal custody, your kid simply cannot race an AMA event because the Minor Release cannot be properly signed.

The Minor Release form can be signed by both parents in two different ways. First, if both parents are present at the day of the race, they both just sign the form there. If both parents cannot come to the race in time for signup, one parent is allowed to sign the Minor Release away from the race, but when you do so, the AMA requires that the signature of the parent who is signing away from the race be notarized by a licensed notary public.

A much easier approach for both you and us is the Annual Release and Waiver card. The AMA, through its webpage, has the forms that you can download to get one of these cards. We also keep a supply of the applications for these cards.

Once you have actually received the Annual Release and Waiver card, as long as that card is valid, you no longer have to hassle with the Minor Release forms or getting 2 signatures on those forms, you just show the Release Card when you sign your kid up and that takes care of any minor release issues.

To summarize- to sign a minor up you will need either-

1- A current Annual Release and Waiver card from the AMA,

or

2- A Minor Release form , signed by both parents unless either one parent is deceased or the parent signing the minor up has full court-approved legal custody.

READ CAREFULLY THIS IS A RELEASE

(O/R)

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Charter Name, Location, and Sanction #

Event Date (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 AREAS(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 that:

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 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 involve 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 Risks 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 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, motorcycle owners, riders, 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 purpose 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, 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 the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, 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. In the event that I sustain any injury while in any Restricted Areas that any rescue personnel or medical personnel may release such medical information about my condition to representatives of the promoter, sanctioning organization, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the sanctioning organization and/or insurance carriers.
7. 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.

FATHER OR GUARDIAN (PRINT + SIGN NAME)

NAME OF PARTICIPANT (PRINT)

MOTHER OR GUARDIAN (PRINT + SIGN NAME)

WITNESS

STREET:

CITY:

STATE:

ZIP:

PLEASE SIGN MINOR'S ASSUMPTION OF RISK FORM ON BACK

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

CHARTER NAME, LOCATION, AND SANCTION #

EVENT DATE (S)

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.

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS

**MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)**

ALL AMA/ATVA EVENTS, ACTIVITIES AND/OR LOCATIONS

ALL 2014 DATES

IN CONSIDERATION for allowing the below MINOR participant to compete, officiate, observe, work for, or participate in any way in the above event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including, but not limited to, the competition area and a hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR'S EVENT(S) participation constitutes an acknowledgment that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the EVENT(S).
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of the Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the EVENT(S). The undersigned recognize and understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the RESTRICTED AREA could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the EVENT(S) and/or entry into the RESTRICTED AREA are assumed not withstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, riders, pit crew, all persons in the RESTRICTED AREA, sponsors, advertisers, owners, lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, brokers/underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as "Releasees," from all liability to ourselves, the undersigned, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury including, but not limited to, the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the Releasees or otherwise.
4. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify, and save and hold harmless, the Releasees and each of them from loss, liability damage, or cost they may occur due, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in, or presence at, the EVENT(S) and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT(S) is/are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

I HAVE READ THIS RELEASE

1. _____ Father/Mother/Guardian _____
Parent or Guardian (Signature) (Circle One) Date

_____ I represent that I have sole legal custody or am the sole parent/guardian.
(Initial)

I HAVE READ THIS RELEASE

2. _____ Father/Mother/Guardian _____
Parent or Guardian (Signature) (Circle One) Date

Printed Name of MINOR Participant: _____ D.O.B. _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____

Subscribed and Sworn to Before me this _____ day of _____, 20____

SEAL

Signature of Notary Public

Printed Name of Notary Public

_____ County, State of _____ My Commission Expires: _____

MINOR'S ASSUMPTION OF RISK ACKNOWLEDGEMENT

ALL AMA/ATVA EVENTS, ACTIVITIES AND/OR LOCATIONS

ALL 2014 DATES

I have obtained the consent of my parents/guardians 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. 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. My parents/guardians have explained to me and I understand that there are risks and dangers associated with participation in the EVENT(S) and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death.
3. My parents/guardians have explained to me and I understand 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.

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

ADDRESS

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS (Parent/Guardian)

PRINTED NAME OF WITNESS

AMA/ATVA Number (receipt number located on upper right of application)