Nebraska Trailriders Association Inc.

P.O. Box 85652 Lincoln, NE 68501

Thank you for your interest in joining Nebraska Trailriders Association Inc. Enclosed is a membership packet.

- Payment Option Plan
  - Complete indicating your choice for payment.

- Membership Agreement
  - Sign and date

- Release, Waiver of Liability, and Indemnity Agreement
  - Sign and Date, must be completed by each rider under your membership.

- Release, Waiver of Liability, and Indemnity Agreement for Minor Child
  - Sign and Date for each minor child riding under your membership.

Enclose your check, complete all the forms and send them to:

Nebraska Trailriders Association Inc.
PO Box 85652
Lincoln, NE 68501

Sincerely,

Dan Thorne
Secretary

Nebraska Trailriders Association Inc.
P.O. Box 85652 Lincoln, NE 68501

Payment Options

Beginning 1-1-2002 and before 3-14-2002
☐ $995.00 if paid in full or:
☐ $1145.00, $345.00 down, 10 equal and consecutive monthly payments of $80.00.

After 3-15-3002
☐ $1300.00 if paid in full or:
☐ $1500.00, $500.00 down, 10 equal and consecutive monthly payments of $100.00.

☐ Donation

Name: _____
Signature: _____
Date: _____

NEBRASKA TRAILRIDERS ASSOCIATION

MEMBERSHIP AGREEMENT

The Nebraska Trailriders Association, a nonprofit association, (hereinafter "Association") grants membership in the Association to

_____

(Hereinafter "Member").

1. **Rights and Privileges of Membership:** By virtue of his or her membership in the Association, the Member and the Member's immediate family, which shall be defined as the spouse and children of the Member, are entitled to ride motorcycles or all terrain vehicles (hereinafter motorcycles) on any land which is owned or leased by the Association, subject to the rules and policies of the Association. The Member is also entitled to invite guests to use property owned or leased by the Association; however, all guests must be accompanied by the Member at all times.

2. **Membership Fee:** Each Member must pay a one-time membership fee of:

   - Beginning 1-1-2002 and before 3-14-2002
     $995.00 if paid in full or begin making payments totaling $1145.00 ($345.00 down, 10 equal and consecutive monthly payments of $80.00).

   - Beginning 3-15-3002
     $1300.00 if paid in full or begin making payments totaling $1500.00 ($500.00 down, 10 equal and consecutive monthly payments of $100.00).

   before he or she is eligible to exercise his or her rights and privileges under this Membership Agreement.

3. **Annual Membership Dues:** Each Member must pay annual membership dues to the Association. The amount of the annual membership dues for the upcoming year will be set by the Association by December 31 of each year and the annual membership dues will be due and payable on January 31 of each year. The Member shall not be entitled to exercise his or her rights and privileges under this Membership Agreement until his or her annual membership dues are paid in full for the year.

4. **Rules and Policies:** The Member, the Member's immediate family, and all guests must abide by all of the terms and conditions of membership, including the terms and conditions set forth in this Membership Agreement; any rules or policies promulgated by the Association from time to time; and any terms, conditions, rules, or policies which may hereafter be promulgated by the Association. If the Member, any member of the Member's immediate family, or any guest fail to do so, such individuals shall not be entitled to exercise their rights and privileges under this Membership Agreement.

5. **Liability Insurance:** Any motorcycle operated on property owned or leased by the Association shall be covered by a liability insurance policy that provides at least $25,000.00 of coverage.

6. **Waiver of Liability:** The Member hereby acknowledges the risks involved in riding motorcycles and agrees that the Association shall not be liable for any injuries which may occur to the property or person of the Member, any member of his or her immediate family, or any guests. The Member agrees that the Member, any member of the Member's immediate family who exercises his or her rights and privileges under this Membership agreement, and any guests will sign a Release, Waiver of Liability, and Indemnity Agreement prior to exercising their rights and privileges under this Membership Agreement. If any such individual has not reached the age of majority, the parent or legal guardian of the minor individual must sign a Release, Waiver of Liability, and Indemnity Agreement in regard to the minor individual prior to exercising the minor individual's rights and privileges under this Membership Agreement.

7. **Approval of Membership and Membership Limit:** The Association reserves the right to deny membership to any individual for any reason. Specifically, but not by way of limitation, the Association shall have the right to refuse membership to any individual when the membership limit, as set by the Association, has been reached.

8. **Transfer of Membership:** Membership in the Association may be transferred or sold to another individual provided three (3) years have passed since the date noted on this Membership Agreement or the membership limit has been reached, whichever occurs earlier. The Association must be given written notice of an intended transfer of membership at least thirty (30) days prior to the transfer and no intended transfer will be effective unless approved by the Association in writing. The Member is responsible for negotiating the terms of any transfer or sale with the intended purchaser of the membership. The purchaser of the membership must complete a Membership Agreement before he or she will be entitled to exercise the rights and privileges of membership.

9. **Cancellation of Membership:** The Member may cancel his or her membership at any time by giving written notice of cancellation to the Association. The Member will not be entitled to a refund of any portion of his or her membership fee or annual membership dues as provided in Paragraph 11.

10. **Termination of Membership:** If the Member, any member of his or her immediate family, or guest materially fails to abide by the terms and conditions of membership, including the terms and conditions set forth in this Membership Agreement; any rules or policies promulgated by the Association; and any terms, conditions, rules, or policies which may hereafter be promulgated by the Association; Association may immediately terminate the Member's membership by providing written notice of termination to the Member. The Member will not be entitled to a refund of any portion of his or her membership fee or annual membership dues as provided in Paragraph 11. Any Member whose membership has been terminated may transfer or sell his or her membership in accordance with Paragraph 8 provided such a transfer or sale is completed within six (6) months following the termination of the membership.

11. **Refund of Membership Fee and Annual Membership Dues:** The membership fee and annual membership dues are non-refundable. If the Member cancels his or her membership, transfers or sells his or her membership, or suffers a termination of his or her membership, the Member will not be entitled to a refund of any portion of his or her membership fee or annual membership dues.

Date _____
Member's Signature _____
Member Name (please print) _____
Street Address _____
City _____
State _____
Zip _____
E-mail address _____
Phone _____

Association Representative's Signature _____

Complete the following concerning the riders under your membership:

Number of riders under your membership; _____
Number of motorcycle ID badges you need:

Riders Names	Relationship to you	Age	Deductible on your taxes? Yes or No

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter and use any property owned or leased by the Nebraska Trailriders Association (hereinafter "Association") THE UNDERSIGNED, for himself, his personal representative, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such property, and will continuously thereafter, inspect such property and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such property and his participation, if any, in activities and events on the property constitutes and acknowledgment that he has inspected such property and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about such property and he feels anything to be unsafe, he will immediately advise a representative of the Association of such and will leave the property.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Nebraska Trailriders Association or any individual member of the Association or their officers and employees (hereinafter "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or injury resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon property owned or leased by the Association.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon any property owned or leased by the Association whether caused by the negligence of the Releasees or otherwise.

THE UNDERSIGNED HERBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasees or otherwise while in or upon any property owned or leased by the Association.

THE UNDERSIGNED expressly acknowledges and agrees that the activity of riding motorcycles is very dangerous and involves the risk of serious injury and/or death and/or property damage.

THE UNDERSIGNED further expressly agrees that the foregoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the relevant Province or State 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 UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

_____

Name (please print) Signature Date

Street _____

City _____

State _____

Zip _____

RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT FOR MINOR CHILD

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Nebraska Trailriders Association or any individual member of the Association or their officers and employees (herein after "Releasees") from all liability to the minor child of the parent or legal guardian, the minor child's personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or injury resulting in death of the minor child, whether caused by the negligence of the Releasees or otherwise while the minor child is in or upon property owned or leased by the Association.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Releasess from any loss, liability, damage, or cost they may incur due to the presence of the minor child in or upon any property owned or leased by the Association whether caused by the negligence of the Releasses or otherwise.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE suffered by the minor child due to the negligence of the Releasees or otherwise while the minor child is in or upon any property owned or leased by the Association.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN expressly acknowledges and agrees that the activity of riding motorcycles is very dangerous and involves the risk of serious injury and/or death and/or property damage.

THE UNDERSIGNED PARENT OR LEGAL GUARDIAN further expressly agrees that the foregoing Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the relevant Province or State 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 UNDERSIGNED PARENT OR LEGAL GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Parent or Guardian's Name (please print) _____

Parent or Guardian Signature _____

Minor Child's Name(s) (please print) _____

_____

_____

_____

_____

Date _____