

ADULT AND MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I/WE UNDERSTAND THE COMPETITOR PROVIDES THEIR OWN MEDICAL NSURANCE, THE TRACK/PROMOTER/SANCTIONING BODY DOES NOT PROVIDE RIDERS WITH MEDICAL INSURANCE

Name of Event

Location

Date(s) Held

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, burnout area, approach area, shutdown area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, **EACH OF THE UNDERSIGNED**, for himself, his personal representatives, heirs, and next of kin, acknowledges agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas of his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, and he further agrees and warrants that if, at any time, he is in or about restricted are and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area.

I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, motorcycle owners, drivers, racers, pit crews, any persons in a restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the event and each of them, their officers, agent family and employees, all for the purpose herein referred to as "Releases," from all liability to the undersigned, my/our personal representative assigns, executors, heirs and next of kin for and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage or property, caused or alleged to be caused in whole or in part by the negligence of the "Releases" or otherwise while undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for or for any purpose participating in the event:

1. **The parent(s) and/or legal guardian(s)** will instruct the minor participant that prior to participating in the above motor sport activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes is unsafe, the participant should immediately advise the officials of said condition and refuse to participate.

2. **I/We fully understand and acknowledge that:**

- (a) There are risks and dangers associated with participation in motor sports events and activities that could result in bodily injury, partial or total disability, paralysis and death.
- (b) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
- (c) These risks and dangers may be caused by the action, inaction or negligence of the participants or the action, inaction or negligence' others, including, but not limited to, the "Releases" named above.
- (d) There may be other risks not known to us or are not reasonably foreseeable at this time.

3. **I/We accept and assume such risks and responsibility** for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releases" named below.

4. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release, If, despite this release, the participant makes a claim against any of the "Releases," the parent(s) and/or legal guardian(s) will reimburse "Releases" and their insuring company for any money which they have paid to the participant, or on his behalf, and hold them harmless.

5. **I/WE HEREBYAGREE TO INDEMNIFYAND SAVEAND HOLD HARMLESS** the releases and each of them from any loss, liability, damage, that may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.

6. **I/WE HEREBYASSUME FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted of the law of the Province or State in which the event is conducted and that if a portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. **I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT**

RIDER'S SIGNATURE

RIDER PRINT NAME

PARENT/LEGAL GUARDIAN SIGNATURE

PARENT/LEGAL GUARDIAN PRINT NAME

(READ CAREFULLY BEFORE SIGNING)