THIS IS AN ASSUMPTION OF RISK AND INDEMNITY AGREEMENT CONSENT AND RELEASE OF LIABILITY

№ 40971

Track_____ Event Date(s): _____

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT 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, 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, 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/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the EVENT(S) constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he feels anything to be unsafe he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, CONSULTANTS OR 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) THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the undersigned, his/her 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 resulting in death of the undersigned, whether caused by the negligence of the "Releasees" while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purposes participating in the EVENT(S).

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or cost they 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, or for any purpose participating at any time in the EVENT(S) and whether caused by the negligence of the "RELEASEES";

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF "RELEASEES" while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S). Each of **THE UNDERSIGNED** also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES".**

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the EVENT(S) are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. **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 by law of the Province or State in which the EVENT(S) is 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 UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND 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.

CREDENTIAL TYPE	CREDENTIAL NUMBER	PRINT NAME	LEGAL SIGNATURE	AFFILIATION
THIS IS A RELEASE OF LIABILITY I have seen and read the Request and **RELEASE** heading this Page.				

Signed in the presence of _____ Date:_____

CredRel 01-16