

# Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement



Competition # \_\_\_\_\_

IN CONSIDERATION of being permitted to enter, for any purposes, Chuckwalla Valley Raceway ("PREMISES") and the RESTRICTED AREA (herein defined as, including but not limited to, the racing surface, pit areas, infield, tuning and testing area, approach area, shut down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event (defined below) shall take place or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or for any purpose participate in the event in any way, each of the persons executing this Release (whom, for purposes of this Release shall be deemed a, "Participant"), for themselves and personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees and represents that Participant knows the nature of the EVENT(S) and also knows Participant's experience and capabilities, and is qualified to participate in the Event(s). Participant will inspect the premises, facilities, and equipment to be used, or with which Participant may come in contact, AND IF PARTICIPANT BELIEVES ANYTHING IS UNSAFE, PARTICIPANT WILL IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. UNDERSTANDS: (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 Participant'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 PARTICIPANT or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from the Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE PARTICIPANT'S FUTURE.
3. EACH PARTICIPANT HEREBY ACCEPTS AND ASSUMES ALL SUCH RISKS KNOWN AND UNKNOWN, AND ASSUMES ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. EACH PARTICIPANT HEREBY RELEASES DISCHARGES, AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, real property owners, officials, competition vehicle owners, drivers/riders, flaggers, corner workers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners, and lessees of PREMISES used to conduct the event, premises or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, instructions, or engage in risk evaluation or loss control activities regarding the premises or EVENT(S), and each of them, their officers, directors, agents, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE PARTICIPANT and Participant'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, Participant, or anyone on Participant's behalf, makes a claim against any of the RELEASEES named above, PARTICIPANT AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees 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.

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6. EACH PARTICIPANT further expressly agrees that the foregoing 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 permitted by law of the province or state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OF ANY NATURE AND INTEND FOR IT TO BE ENFORCED TO THE GREATEST EXTENT ALLOWED BY LAW.

Name (print): \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name and signature of parent or legal guardian if applicable:

Name (print): \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_