

**FORM OF RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of my being permitted to compete, officiate, observe, work for, or participate in any way in the EVENTS at MOTORSPORT RANCH HOUSTON for and during the calendar year of 2011 or being permitted to enter for any purpose and 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), on behalf of myself, my personal representatives, heirs, and next of kin:

1. I acknowledge, agree and represent that I have or will immediately upon entering any of such RESTRICTED AREAS which I enter, and further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS, and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENTS.
2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MotorSports Ranch Houston, LLC (MSRH), its parent, subsidiary or affiliated entities, its and their members or employees, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, 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 and event inspectors, surveyors, 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 each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. I HEREBY agree that 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 Province or State 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.
7. To the maximum extent permitted by applicable law, I agree that in no event will MSRH or the other releases be liable to me for any damages, claims or costs whatsoever or any consequential, indirect, incidental or special damages, or any lost profits or lost savings, under any legal theory of liability arising out of this waiver or the use of or inability to use the facilities, even if a MSRH representative has been advised of the possibility of such loss, damages, claims or costs or if such possibility was reasonably foreseeable. The foregoing limitations and exclusions apply to the extent permitted by applicable law. MSRH's aggregate liability under or in connection with this release shall be limited to the sum of \$1,000. MSRH is acting on behalf of all releasees for the purpose of disclaiming, excluding and limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose.
8. I HEREBY AGREE this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENTS during the calendar year 2011.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW**

**ALL SECTIONS MUST BE COMPLETED**

APPLICANT Legal Signature \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

Applicant Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Affiliation: \_\_\_\_\_

Subscribed and sworn to at \_\_\_\_\_ before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2011.

\_\_\_\_\_  
**NOTARY PUBLIC**  
\_\_\_\_\_ County,  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_