

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREAS (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), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. **ACKNOWLEDGES, AGREES, AND REPRESENTS** that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE MSR International, LLC (MSRI), its direct or indirect interest holders, its parent, subsidiary and 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 respective 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, THE STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY 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 ACTS OR OMISSIONS OF ANY OF THE RELEASEES, THE STRICT LIABILITY OF ANY OF THE RELEASEES, OR THE NEGLIGENCE OF ANY OF THE RELEASEES, INCLUDING BUT NOT LIMITED TO THE SOLE NEGLIGENCE OF ANY OF THE RELEASEES, THE CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES OR THE NEGLIGENT RESCUE BY ANY OF THE 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 BUT NOT LIMITED TO THE 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT 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

PRINT NAME HERE

SIGN NAME HERE

MEMBER/GUEST OF

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SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

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