WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT
Mountain Speedway

Description and Location of Event _____ Date(s) of Event _____ Date Signed _____

EACH OF THE UNDERSIGNED, IN CONSIDERATION of being permitted to participate in the above event, to enter for any purposes the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn-out area, approach area, shut-down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event 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 any way in the Event, on behalf of himself/herself and his/her personal representatives, assigns, heirs, and next of kin:.

1. **Acknowledges**, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspected such RESTRICTED AREA and does further warrant that the Undersigned's participation in the scheduled Event and entrance upon the RESTRICTED AREA, constitutes an acknowledgement that the Undersigned has inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purposes of the event, and further agrees and warrants that if, at any time, the Undersigned in or about RESTRICTED AREAS and feels anything to be unsafe, the Undersigned will immediately advise the OFFICIALS of such and will leave the RESTRICTED AREAS.
2. **HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** the promoters, participants, racing associations, sanctioning organization or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, PARTICIPANTS, any persons in the RESTRICTED AREA, rescue personnel, sponsors, advertisers, owners and lessees of PREMISES on which the Event is conducted, premises inspectors and Event inspectors, surveyors, underwriters, or consultants, and others who offer recommendations, directions or 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 purposes herein will be referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, the Undersigned's personal representatives, assigns, heirs, and next of kin FOR ALL LOSS OR DAMAGES, AND ANY CLAIM OR DEMANS ASSOCIATED THEREWITH, ON ACCOUNT OF ANY INJURY TO THE UNDERSIGNED, OR INJURY RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Undersigned is in or upon the RESTRICTED AREA, and/or competing, officiating, observing, working for, or for any purpose participating in such event.
3. **HEREBY AGREES TO INDEMNIFY AND SAVE HOLD HARMLESS** the Releasees from any loss, liability, damage, or cost the Undersigned 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 in the Event, whether caused by negligence of the Releasees or otherwise; and
4. **HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PRPOERTY DAMAGE** sustained by the Undersigned due to negligence of Releasees or otherwise while the Undersigned is in or upon the RESTRICTED AREA, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event;
5. **EXPRESSLY ACKNOWLEDGES** 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 also expressly acknowledges the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. **FURTHER AGGREES** 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 is permitted by the 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 AM OVER THE AGE OF 18 YEARS AND HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I 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, ORAL OR WRITTEN, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABLITY TO THE GREATEST EXTENT ALLOWED BY LAW.

WITNESS'S INITIALS	PARTICIPANTS SIGNATURE	PRINTED NAME	PIT PASS #
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		
	I HAVE READ THIS RELEASE		