

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

IN CONSIDERATION of being permitted to compete, officiate, observe and work for , or participate in any way in DRIVING 101 or being permitted to enter for any purpose any 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), THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he has inspected or will immediately upon entering any of such RESTRICTED AREAS and continuously thereafter, inspect the equipment to be used or driven by him and the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about the equipment or RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise appropriate officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in DRIVING 101.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENTANTS NOT TO SUE DRIVING 101, ITS PARENT AND AFFILIATED COMPANIES AND THEIR OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS, the promoters, participants, racing association, 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 DRIVING 101 or any other activities on the premises or in the RESTRICTED AREAS, 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 DRIVING 101 and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ANY AND ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, WHATSOEVER AND ANY CLAIM OR DEMANDS THEREOF ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S).
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS AND DEFEND the Releasees and each of them FROM ANY CLAIM, LOSS, LIABILITY, DAMAGE, OR COST, including attorney fees they may incur arising out of or related to participation in DRIVING 101 or presence on the premises or in the RESTRICTED AREA.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OR BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to participation in DRIVING 101 or presence in the RESTRICTED AREA whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that he will be operating a race car at high speeds. Such operation requires both physical and mental stamina and strength, and he believes and has represented to the RELEASEES named below that he is physically and mentally fit to participate in DRIVING 101. The ACTIVITIES OF DRIVING 101 ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage.
6. Acknowledges, represents and warrants that he has not consumed any alcoholic beverage or partaken of any legal or illegal mind altering drug or substance of any kind within the past 72 hours, nor is he currently taking or under the influence of any prescription or nonprescription medication of any kind.

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

PRINT NAME

SIGN NAME

DATE

WITNESS NAME

WITNESS SIGNATURE

DATE