

2023/2024 ANNUAL WAIVER

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

A NEWLY EXECUTED WAIVER IS REQUIRED EVERY 12 MONTHS

IN CONSIDERATION of my being permitted in RACING PROGRAMS to enter, for any purposes, the RESTRICTED AREA (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 the event in any way, I agree:

1. I AM AWARE OF THE NATURE of the EVENT(S) and my experience and capabilities and believe myself to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which I may come in contact, AND IF I BELIEVE ANYTHING IS UNSAFE, I WILL IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and EXPRESSLY acknowledge that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED FURTHER UNDERSTANDS that: (a) the above referenced ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time.
3. I HEREBY ACCEPT AND ASSUME ALL SUCH RISKS KNOWN AND UNKNOWN AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES INCURRED FROM SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE 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, sponsors, advertisers, owners and lessees of PREMISES on which the Event is conducted, premises inspectors 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 ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES INCURRED FROM 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, I, or anyone on my behalf, makes a claim against any of the RELEASEES named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any litigation expense, 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.

GOVERNING LAW: This Agreement, and its validity, interpretation and construction (whether in contract, tort or statute), or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to, any representation or warranty made in connection with this Agreement, or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Florida. Should any portion of this Agreement be 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, AND FULLY UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' NEGLIGENCE, 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.

I HAVE READ THIS RELEASE

Participant's signature

Printed Name of Participant

Date

Signature of Witness

Printed Name of Witness

Date