

# THIS IS A RELEASE

## INSTRUCTIONS

1. Applicants age 18 and over, complete part "A" only
2. Applicants under age 18 must have parent or guardian complete parts "A" and "B"

### PART "A" - WAIVER & RELEASE FROM LIABILITY

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compute, officiate, observe, work for, or for any purpose participate in anyway in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area(s)

1. HEREBY RELEASES WAIVES, DISCHARGES AND COVENANTS NOT TO SUE **Motorsports Training Center or the City of Tyler**, the promoters, other participants, operators, officials, any persons in the restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releases," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, or for any purpose participating in the event;
2. HEREBY AGREES TO IDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they 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 and whether caused by negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any other purpose participating in the event.
4. EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnify agreement is intended to be as broad and inclusive as 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 shall, notwithstanding, continue in full legal force and effect

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the forgoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releases during the entire season and applies to each and every event, or activity hereinabove mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event hereinabove described.

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_

### PART "B" - PARENT/GAURDIAN WAIVER - RELEASE FROM LIABILITY

(If Applicant is under 18 years of age, the parent(s) or guardian(s) must execute in addition to the above, this following waiver:

The undersigned, \_\_\_\_\_ referred to as

the parent(s) and natural guardian(s) of \_\_\_\_\_ does thereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releases from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releases because of any defect in or lack of such capacity to so act and release said releases on behalf of both of the undersigned.

NAME

RELATIONSHIP TO MINOR