

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**DESCRIPTION, LOCATION, AND DATE OF EVENT(S):** \_\_\_\_\_

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including by not limited to the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and 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 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 and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes 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 areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROMOTORS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSON IN ANY RESTRICTED AREAS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSON OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S), THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS, OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or 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 or gross negligence of the "RELEASEES" or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purposes participating in the EVENT(S).

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and their insurance carriers 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 at any time in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted areas and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S).

Each of THE UNDERSIGNED also expressly" acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES". EACH OF THE UNDERSIGNED expressly acknowledges and agrees 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 further expressly agrees that the foregoing release, waiver, and indemnity agreement 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 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 representations, statements or inducements apart from the foregoing written agreement have been made.

**"WARNING UNDER LOUISIANA LAW, A MOTORIZED OFF-ROAD VEHICLE ACTIVITY SPONSOR OR MOTORIZED OFF-ROAD VEHICLE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A MOTORIZED OFF-ROAD VEHICLE ACTIVITY RESULTING FROM THE INHERENT RISKS OF THE MOTORIZED OFF-ROAD VEHICLE ACTIVITY, PURSUANT TO R.S. 9:2795.4."**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign Name)

\_\_\_\_\_  
(Date Signed)