

RELEASE AND WAIVER OF Liability And INDEMNITY AGREEMENT

This section must be carefully read and signed by the 'Applicant', regardless of age

The 'Applicant', on behalf of himself, his personal representatives, heirs, assigns and next of kin, in consideration of approval of this application, and of being permitted to enter for purpose any Restricted Area, agrees to as follows.

1. Restricted Area includes but is not limited to the racing surface, pit area, paddock area, walkways, concessions, and any area where any activity related to an event will take place. Event means any racing activity taking place at a track includes races, practice sessions, qualifications, testing, and any similar activity.
2. The Applicant has inspected, or immediately and continuously thereafter upon entering any Restricted Area will inspect, all Restricted Area. The Applicant warrants that by entering into any Restricted Area and by his participating in the Event, he has found and accepts all Restricted Area as safe and reasonably suited for the purpose of his use. He further warrants that if, at any time, he is in or about a Restricted Area and feels anything to be unsafe, he will immediately advise the Event official of same and leave Restricted Area.
3. The Applicant Release, Waives and Discharges and Covenants Not To Sue "Sauble Speedway", or Township nor Municipalities, the promoter, track operator, track owner, officials, car owners, drivers, pit crews, participants, sponsors, (whether event sponsors, series sponsors, car sponsors, or other sponsors) manufacturers of all racing equipment used in the Event, advertisers, any persons in any Restricted Area, and the officers, directors, partners, agents, employees, assigns and successors-in-interest of any of the foregoing (hereinafter referred to as releasee'), from and for all liability, loss damage, claim, action and possible causes of action of any kind whatsoever arising out of any loss, damage, injury (including death) that may be sustained by the Applicant directly or indirectly or indirectly while the Applicant is in, about or enroute to or from the Restricted Area, and / or competing, officiating, observing, working for, or for any purpose participating in the Event.
4. The Applicant Agrees To Indemnify And Save And Hold Harmless the releasee from any loss, liability, damage, or cost they may incur due to the presence of the Applicant in or for any purpose participating in the Event, whether caused by negligence of the releasee or otherwise.
5. The Applicant Assumes Full Responsibility For And Risk of Bodily Injury, Death or Property Damage due to the negligence of releasee or otherwise while in or upon the Restricted Area or while competing, officiating, observing or working for, or for any purpose participating in the Event.
6. 'Sauble Speedway' Its Duly Authorized Agents and Assigns, may use the Applicant's name, likeness and photographs of the Applicant's cars, including photographs of the Applicant's cars taken during the Event, in any way, medium or material for promoting, advertising, recording or reporting any 'Sauble Speedway' sanctioned Event(s) before, during, or after such Event(s), including but not limited to digital media, social media, television and radio broadcasts film productions, videotape reproductions and the like, and do hereby relinquish all rights thereto for these purposes.
7. The Applicant expressly acknowledges and agrees that the activities of the Event are very dangerous and involve risk of serious injury and / or property damage. The Applicant further 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 Applicant 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.

X _____
Applicant's Legal Signature

_____20_____
Date

I have read and fully understand this release.