RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referred to as “releasees”, from all liability to the undersigned in or upon the restricted areas or in any way competing, officiating, observing, working for, or for any purpose participating in the event and whether caused by negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or while competing, officiating in, observing, working for, or for any purpose participating in the event.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees 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 the negligence of the releasees or otherwise.

3. HEREBY AGREES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for, or for any purpose participating in the event.

Each of the undersigned expressly acknowledges and agrees that the activities of the event 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 indemnity agreement is intended to be as broad and inclusive as is permitted by 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, not withstanding, 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.