

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**“Run What Ya Brung” Drag Races, Eureka County Airport
May 9th 2014 Eureka, Nevada**

IN CONSIDERATION for being permitted to enter for any purpose any **RESTRICTED AREA** (including but not limited to the racing surface, pit areas, infield, burnout area, approach area, shut down area, and all walkways, concessions and other areas, adjacent to any area where any activity related to the event will 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 or herself, and for his or her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he or she 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 or she enters and with which he or she comes in contact, and he or she does further warrant that his or her entry upon such restricted area or areas and his or her participation, if any, in the event constitutes an acknowledgement that he or she has inspected such restricted area and that he or she finds and accepts the same as being safe and reasonably suited for the purpose of his or her use and he or she further agrees and warrants that if, at any time he or she is in or about restricted areas and he or she feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the restricted areas.

IN ADDITION THE UNDERSIGNED:

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, employees, and volunteers all for the purposes herein referred to as **“releasees”**, from all liability to the undersigned, his or her personal representative, 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 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 purpose participating in the event; and
2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them for 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; and
3. **HEREBY ASSUMES 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 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 Nevada 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.

Print Name

Signature

Date

Signature & Title of Witness

Address

Date