

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way, in the EVENT(S) or being permitted to enter for any RESTRICTED AREA (defined as area requiring special authorization, credentials, or permission to enter, or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he has or will immediately upon entering any of such RESTRICTED AREAS and will continuously thereafter, inspect the RESTRICTED AREAS which he enters 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 leave the REATRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EXENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation of loss of control activities regarding the premises or EVENT(S) and each of them, their directors officers, agents, and employees, all for the purposes herein referred to as "Releases", FROM ALL LIABILITY OT THE UNDERSIGNED his 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 ARISING OUT OF OR RELATED TO THE ENENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.
3. HEREBY AGREES TO INDEMINIFY AND SAVE AND HOKD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENNT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Event(s) is/are 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.
7. By my signature below I acknowledge and agree fully with the WAIVER OF LIABILITY, ASSUMPRION OF RISK AND INDEMNITY AGREEMENT printed above and in the event that I should violate said agreement, I agree to pay an amount equal to two and one half times the cost of defense and expenses incurred. It is understood and agrees that my signature will be placed on a similar release prior to each racing event; however my signature below will obligate me for the entire racing season.

I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SINING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OT THE GREATEST EXTENT ALLOWED BY LAW.

IF APPLICANT IS UNDER EIGHTEEN YEARS OF AGE, A MINOR/PARENT RELEASE MUST BE EXECUTED.

Date _____ Legal Signature _____

Clarksville Speedway is a Division of WIL-TAM ENTERPRISES, 931-645-2523
Copies furnish upon request