

# ELEVA BROILER FESTIVAL - JUNE 4, 2021

CLASS # \_\_\_\_\_

OWNER \_\_\_\_\_ Phone # \_\_\_\_\_

EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

YEAR OF CAR \_\_\_\_\_

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

ENGINE \_\_\_\_\_

COLOR OF CAR \_\_\_\_\_

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (HEREIN DEFINED AS INCLUDING BUT NOT LIMITED TO THE RACING SURFACE, PIT AREAS, INFIELD BURN OUT AREA, APPROACH AREA, SHUT DOWN AREA AND ALL WALK WAYS, 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 ANY PURPOSE PARTICIPATE IN ANY WAY IN THE EVENT. EACH OF THE UNDERSIGNED, FOR HIMSELF, HIS PERSONNEL REPRESENTATIVES, HEIRS AND NEXT OF KIN ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE HAS OR WILL IMMEDIATELY UPON RESTRICTED AREAS AND ALL POSITIONS 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 PURPOSE OF HIS USE. AND HE FURTHER AGREES AND WARRANTS THAT IF AT ANY TIME HE IS OR ABOUT RESTRICTED AREAS AND HE FEELS ANYTHING TO BE UNSAFE, WILL IMMEDIATELY ADVISE THE OFFICIALS OF SUCH AND WILL LEAVE RESTRICTED AREAS.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROMOTER, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, RESTRICTED AREA, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OR PREMISES USED TO CONDUCT THE EVEN AND EACH OF THEIR OFFICERS AND EMPLOYEES. ALL FOR THE PURPOSES HEREIN REFERRED TO AS "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED. HIS PERSONAL REPRESENTATIVES, ASSIGNEES, 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 IS IN OR UPON THE RESTRICTED AREA AND/OR COMPETING, OFFICIATING, OBSERVING, WORKING FOR, OR FOR ANY PURPOSE PARTICIPATING IN THE EVENT.
2. HEREBY AGREES TO IMDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGES, OR COST THEY MAY INCUR DUE TO THE PRESENCE OF THE UNDERSIGNED IN OR UPON THE RESTRICTED AREA OR IN ANYWAY COMPETING, OFFICATING, OBSERVING, OR WORKING FOR, OR FOR ANY PURPOSE PARTICIPATING IN THE EVENT AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.
3. HEREBY AGREES TO IMDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGES, OR COST THEY MAY INCUR DUE TO THE PRESENCE OF THE UNDERSIGNED IN OR UPON THE RESTRICTED AREA OR IN ANYWAY COMPETING, OFFICATING, OBSERVING, OR WORKING FOR, OR FOR ANY PURPOSE PARTICIPATING IN THE EVENT AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. EACH OF THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE BERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR PROPERTY DAMAGE. EACH OF THE UNDERSIGNED FURTHER EXPRESSLY AGREES THAT THE FOREGOING RELEASE, WAIVER, AND INDEMNITY AGREEMENTS 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 UNDERSIGN HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

DRIVER NAME: \_\_\_\_\_ EVENT: ELEVA BURNOUT CONTEST

SIGNED: \_\_\_\_\_ DATE: JUNE 4, 2021