

Release and Waiver Guidelines

I. INTRODUCTION

This Release and Waiver Guidelines booklet is intended to provide Motorsports track owners, operators and event promoters with a basic and quick reference to the various release and waiver forms currently being used. It provides samples of the current forms and basic instructions regarding their use. The forms may be revised from time to time and updates to this booklet will be made to reflect any such revisions in the forms or procedures.

The Release and Waiver is the primary factor in the insurability of your facility. Its importance and effectiveness in reducing the risk exposure at your facility cannot be overstated. The attached Guidelines Summary (See Section II) provides basic information on using ANY release and waiver. Please review it carefully. You are encouraged to distribute this summary separately to your employees and anyone else you desire.

Remember, Release and Waivers are required to be executed by EVERY person that is admitted to a Restricted Area. The definition of a restricted area is any area that the general public is not allowed to enter. This area may vary from track to track but the Restricted Area MUST include the competition area (starting line through shutdown area), advanced staging and burnout areas, return road and any other area within barriers, fences and/or structures separating the general public from the racing activities. It may or may not include the pit area depending upon whether the track requires everyone entering the pit area (or the entire facility) to sign the release. Make sure all release and waiver forms are completely filled out (date of event and name of track) and witnessed.

Again, this booklet is intended to be a general guide and is not intended as the final, comprehensive resource on every aspect of release and waivers. If you have any questions, do not hesitate to contact Safehold Special Risk, Inc.

II. RELEASE AND WAIVER GUIDELINES SUMMARY

A. FOR ALL ADULT AND MINOR WAIVERS

1. Everyone who is to enter a "restricted area" (any area not open to the general public that MUST include at a minimum the advanced staging/burnout, competition, shutdown, and depending upon the track layout, the return road areas) must sign a release and waiver form.
2. Use forms:
WMS-DRAG (Edition 7 or 7A) - Adults only
Minor MS-N" or "Minor MS-N (All Events) – Minors only
3. All forms MUST be witnessed (on the applicable space on the form) by an **Adult Facility/Track Employee**. Try to have the same person or a small group of persons handle waiver execution at all events.
4. Every form must be **completely** filled out. The event date(s) and location(s) **must** be specified. **THIS IS CRITICAL!**

Retain Releases for at least one year past the statute of limitations for your state.

In most cases this will mean three years from the date of the event since most states have a 2 year statute of limitation. Some states statute of limitation is 3 or 4 years. In those states, releases will be retained for as long as 4 or 5 years.

Minor releases should be retained at minimum 2 years past the 18th birthday. In states with a longer statute of limitation, releases may need to be retained for 3 or 4 years past the 18th birthday.

B. MINOR WAIVERS

1. Minor waivers are executed by the parent(s)/legal guardian(s), **NOT the minor**. Do not have minors sign adult waiver forms.
2. "Minors" in almost all states is defined as anyone under 18. Check with your state's authorities if you are uncertain.
3. Waivers should be signed by **BOTH** parents or legal guardians. Both signatures are **required** for minors participating as drivers, passengers, and crew or in any other capacity where they will be permitted to enter a restricted area such as the advanced staging lanes. If your track has all persons entering the track sign a waiver, other minors who will not be entering a restricted area may be admitted on a per event basis with ONE parent's signature.
4. MS N (All Events) waiver also requires **BOTH** signatures and is used as an "annual" waiver.

C. TRACK EMPLOYEE RELEASE AND WAIVER

This is a multi-event release and waiver form to be signed each year by each of your track employees. If completed, your employees do not have to sign the "standard" waiver for each event. Note that by signing the waiver, the employee is NOT waiving his or her rights to any statutory workers compensation benefits. This is a common concern of employees.

D. GENERAL MS-1

The "General MS-1" release and waiver form is a "multi-purpose" form to be used for any non-drag events such as events held at an oval track or road course. For example, if you are holding an approved special promotion or specialized motor vehicle competition such as a motocross, monster truck exhibition, etc. that is not being held on the drag strip, you would use this form.

III. SPECIFIC WAIVER FORMS

WMS Drag (Edition 7/7A)

- This is the "standard" release and waiver form to be used for all adults at your drag racing facility. The "WMS-DRAG" release and waiver form includes a shaded box on the bottom for the witness information to be filled in. **The form requires you complete both the NAME OF TRACK AND/OR EVENT (if applicable), in addition to the EVENT DATE(S).** If the event runs for more than one day, write in all applicable dates, i.e. "February 2-5, 2014". **7A** includes a box "Track Use" to enter car #, if preferred.

MINOR MS-N AND MINOR MS-N (ALL EVENTS)

- This is the waiver to use for all minors (younger than 18 years old in all but a very few states where the age of majority is 21). It replaces all older minor forms, including the "Junior Drag" form. **The new Minor MS-N form may be used as a "multi-event" or "annual" waiver.** To use as such, the waiver form only needs to be completed once each year **IF** it is completely filled out by **both** parents or guardians and the event and date blanks on the top of the waiver are filled out as "**ALL [insert name of track] EVENTS**" and "**ALL DATES**" respectively. It is highly recommended that you produce and hand out a simple "Minor ID" card to each minor that has a fully completed waiver on file which the minor can show to track registration personnel in lieu of signing another waiver. A sample ID card is attached in Section V. Tracks may develop their own card, but it is recommended that it be a photo ID. (You can use a cut-down Polaroid head shot).
- **If only one parent has signed a single waiver, a new waiver must be signed for each event.**
- NOTE: The Minor MS-N form has a section at the bottom of form to be used for witnessing by an event official or for notarization. This is optional, however, it is highly recommended that a track official sign and print his/her name on the bottom of the waivers if the waiver is signed by the parent(s) at the track. IF the waiver is signed by the parent(s) away from the track, then the track MAY require the form to be notarized. For annual waivers signed away from the track, it is highly recommended that the track require notarization.

GENERAL MS-1 (04/10 EDITION)

- The "General MS-1" release and waiver form is a "multi-purpose" form to be used for any **non-drag events** such as events held at an oval track or road course. For example, if you are holding an approved special promotion or specialized motor vehicle competition such as a motocross, monster truck exhibition, etc. that is not being held on the drag strip, you would use this form.

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

EVENT NAME / LOCATION

EVENT DATE(S)

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 purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she believes anything to be unsafe or unsatisfactory in any way, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S). I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, drivers, builders and designers, crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufactures and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her 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 EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE 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 RELEASEES, 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING 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 TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME

SIGN NAME HERE

PRINT NAME

SIGN NAME HERE

I HAVE READ THIS RELEASE

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Signature and Title of Witness

Date

Address of Witness

Minor Release and Waiver of Liability and Indemnity Agreement

Read carefully before signing

Name of Track and/or Event: _____ Event Date(s): _____

IN CONSIDERATION of allowing the below MINOR participant to compete, officiate, observe, work for, or participate ("participate") in any way in the above event and/or activities ("EVENT(S)") and/or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including but not limited to the competition area and any hot pit or paddock area), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin agrees that:

1. THE MINOR AND PARENT OR GUARDIAN will immediately inspect the RESTRICTED AREA upon entering it and warrants that their entry therein and/or the MINOR's Event participation constitutes an acknowledgement that they have inspected the RESTRICTED AREA and find it safe and reasonably suited for the purpose of its use. The undersigned agree that if at any time in the RESTRICTED AREA they believe something is unsafe, it will be brought to the attention of an official, and they will remove themselves from the RESTRICTED AREA and the MINOR will withdraw from participation in the Event.
2. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon the RESTRICTED AREA for any purpose and/or while participating in any way in the Event. The undersigned recognize and understand that there are risks and dangers associated with participation in the Event and admission within the RESTRICTED AREA that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event and/or entry into the RESTRICTED AREA are assumed notwithstanding.
3. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue the promoters, participants, racing associations, sanctioning organizations (or any affiliates thereof), track operators, track owners, officials, vehicle owners, builders and designers, drivers, pit crews, rescue workers, all persons in the RESTRICTED AREA, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees and lessors of the premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (all for the purposes herein referred to as "RELEASEES") from all liability to ourselves, the undersigneds, our personal representatives, assigns, heirs, and next of kin, for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused by the negligence of the RELEASEES or otherwise.
4. THE PARENT AND/OR GUARDIAN 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, in any manner or degree, to the presence of the parent/guardian or the MINOR in the RESTRICTED AREA, or related in any way to their participation in or presence at the EVENT and whether caused by negligence of the RELEASEES or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Releases of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
5. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, 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.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I/WE FURTHER ACKNOWLEDGE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

1. _____ I HAVE READ THIS RELEASE Father Mother Guardian _____
(Initial) I represent that I have sole legal custody or am sole parent/guardian. (Check One) Date (mm/dd/yyyy)

2. _____ I HAVE READ THIS RELEASE Father Mother Guardian _____
Parent or Guardian (Signature) (Check One) Date (mm/dd/yyyy)

Printed Name of MINOR Participant: _____ D.O.B. _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

SEAL

Printed Name of Parent or Guardian: 2. _____

(If Notarized) Subscribed and Sworn to at: _____ Before me this _____ Day _____ A.D. 20 _____

Signature of Event Official or Notary Public _____ Printed Name of Event Official or Notary Public _____
County, State of _____ My Commission Expires: _____