

OPEN TRACK RACING

Driver:	Emergency Contact:
Telephone:	Relationship:

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein described as including but limited to the racing surface, pit areas, infield, burnout area, approach area, shut down area, and all walkways, 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 for any purpose participate in any way in the event. THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he 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 enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area of 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 purposes of his use, 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 will leave the restricted area;

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization, or any subdivision thereof, track operator, track owners, officials, car owners, drivers, pit crews, any persons in any restricted area, promoter, sponsor, advertisers, owners and lessees or premises used to conduct the event and each of them, their officers and employees, all for the purpose herein referred to as "releases," from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and claim or demands thereof on account of injury to the person or property or resulting death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is in or upon restricted area, and/or 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 releases and each of them from 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 in, observing, working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.

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

4. HEREBY AGREES TO ABIDE BY the decisions of the Competition Committee and the Touring Car Racing Association board of directors as relating to the General Competition Rules governing the event and any interpretations thereof. THE UNDERSIGNED expressly acknowledges and agrees that the decisions of the Board of Directors are final and without recourse.

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 the Province or State in which the event is conducted and that if any portion thereof is 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 has been made.

I HAVE READ AND UNDERSTAND THIS RELEASE:

Print Driver's Name: _____ Driver's Signature: _____

Date: _____ Signature of Witness: _____