

Private Driving Events, LLC and Rob Orlando

RELEASE OF LIABILITY

IN CONSIDERATION OF (print name) _____ **being allowed to enter and participate in this private track event at** _____, the undersigned acknowledges, appreciates, and agrees that:

I acknowledge, understand, appreciate, and agree that I am voluntarily participating in programs and activities offered by Private Driving Events, LLC knowing that it is impossible to keep myself or any other participants completely safe from injury and/or death. I accept that risk.

The risk of injury from participating in these events and activities is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume full responsibility for my participation; and,
2. I willingly agree to comply with any stated customary terms and conditions for participation; and,
3. For myself, spouse, and children, and on behalf of my/our heirs, personal representatives, and next of kin, I HEREBY RELEASE, COVENANT NOT TO SUE, FOREVER DISCHARGE, AND HOLD HARMLESS, Private Driving Events, LLC, its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event/activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, by my involvement or participation in these events and activities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I hereby release, waive, discharge and covenant not to sue Private Driving Events, LLC, or its principals, officers, agents, representatives, owners, members, successors and assigns or Robert M. Orlando or his agents, personal representatives, assigns, heirs and next of kin (collectively the "Releasees"), from all actions, causes of action, demands, suits, claims and liabilities of any kind, whatsoever in law or in equity which the undersigned ever had, now have or may have in the future against the Releasees relating to or arising from the undersigned's participation in the events.
5. For myself, spouse, and children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, I HEREBY INDEMNIFY AND HOLD HARMLESS all of the above Releasees from any and all liabilities, claims, actions, damages, costs, or expenses (including but not limited to attorneys' fees), incident to myself entering the track and/or involvement or participation in these events or activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
6. The provisions of this Waiver/Release are severable, and if one or more provisions is determined to be illegal, invalid, or unenforceable in whole or in part, the remainder of this Waiver/Release, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.
7. Entrants assume all risk of damage or injury to persons and property during the course of the event. Should any damage to track facilities occur as a result of any action of mine, I am fully responsible for any related expense.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date: _____ (Signature)