

ROMINGER MOTORSPORTS, INC/ EBMX – EAST BEND, NC

EVENT DATE(S) _____

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Rominger Motorsports/EBMX events or activities (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), I, for myself, my personal representatives, heirs and next of kin:

1. Acknowledge, agree and represent that I have or will immediately upon entering any of such RESTRICTED AREA(S) and continuously thereafter, will inspect he RESTRICTED AREA(S) which I enter, and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREA(S) and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE EBMX, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, motorcycle owners, riders, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, 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 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 THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and their insurance carrier, 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 ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of one related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE.
5. HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATION OR PROCEDURES OF RELEASEES.
6. IF, DESPITE THIS RELEASE, I OR ANYONE ON MY BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND THEIR INSURANCE CARRIER, AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COSTS THEY MAY INCURE DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
7. HEREBY agree 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 INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PRINT NAME HERE	SIGN NAME HERE		PRINT NAME HERE	SIGN NAME HERE

WITNESS