

## **TREC**

## Brought to you by **Badlands Promotions**

2023 Race Entry Form

TEAM INFORMATION										
Team # Team	eam # Team Name:					□ A □ B □ C				
Registering as:   Racer   Team (See rules for details					□ 1000cc Pro □ 1000cc Novice					
		DRIVER IN	FORM	ATION						
Name:	DOB	<b>5</b> :		Age: SSN:						
Address:	T	(	City:			:				
Zip:	Cell Phone:	:	ı	Alt Phone:						
Email:				T-Shirt Size:						
		CO PILOT IN	IFORM	MATION						
Name:		DOB	<u>}:</u>	Age:						
Address:	T	(	City:		:					
Zip:	Alt Phone:				Alt Phone:					
Email:				T-Shirt S						
	VE	HICLE/UTV	INFO	RMATIO	N					
Make:	<u> </u>	Weight:								
Engine:					Differential Front/Rear:					
Lockers:					Transfer Case:					
Tire Type/Size:		Transmission:								
Full Roll Cage: Yes		Fire Extinguisher: Yes No								
4/5 Point Seat Belts: Ye	No	Fire Suits for All: Yes No								
EMERGENCY CONTACT										
Name and Relationship:			Phone:							
Name and Relationship:		Phone:								
2023 Event Dates	Fee		ES unt Di	16	Amou	nt Enc	losed			
April 1 August 19	\$175 / \$75	Alliot	une Di	ue	Alliou	THE LITE	ioseu			
SIGNATURES										
This is 100% payout. Event fees are non-transferable. I understand that if I do not meet all the requirements during check in, I will be refused entry and may not receive a refund. I also acknowledge I have read and understand the liability release agreement.										
Driver:		Date:								
Co Pilot:		Date:								

## WAIVER AND RELEASE OF LIABLILITY AND INDEMNITY AGREEMENT

Waiver must be signed by everyone participating in the event. (All participants must be at least 18 years of age or older or have parental signature.)

In consideration of receiving from TREC and/or Badlands Promotion permission to enter upon the premises of the off-road and/or racing facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, in ANY CAPACITY, including but not limited to watching or as a spectator or to enter the off-road and/or racing facility for ANY REASON, I, the undersigned participant hereby understand and agree as follows:

I HEREBY ACKNOWLEDGE, AGREE, AND REPRESENT that this off-road and/or racing facility offers racing and other activities associated with racing including but not limited to participating, observing, and/or spectating, which are inherently dangerous and risky with many hazards that can cause **property damage**, **bodily injury**, **infectious disease**, **strains**, **fractures**, **partial or total paralysis**, **and death**. I hereby acknowledge the risks and hazards inherent upon entering said premises and/or in participating in or observing any of the events, races, or driving held at said premises and voluntarily elect to enter upon said premises, knowing its present condition and knowing that said condition may become more hazardous and dangerous during the time that the undersigned is upon said premises.

I HEREBY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE TREC and/or BADLANDS PROMOTION and ANY OTHER ENTITY OR PERSON involved in the racing event, including but not limited to the owner(s) of the property (hereinafter jointly referred to as the "Releasees"), and their officers, directors, shareholders, managers, members, owners, insurers, agents, servants, employees, and licensees, from and/or related to ANY AND ALL LIABILITY including but not limited to any and all claims, demands, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including paralysis and death, that may be sustained by any or each of the undersigned, leased to, owned by, sanctioned by, related to or under the control or supervision of the Releasees, or in route to or from the off-road and/or racing facility or any other premises owned, leased, or under the control or supervision of the Releasees, which release includes the negligent acts of omission or commission of any or each of the undersigned and Releasees and their officers, owners, managers, directors, agents, servants, employees, and licensees or any other participants or others on or involved with the premises or related to the racing event.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carriers and each of them, personally and/or professionally, from any loss, liability, damage, or cost they may incur including but not limited to all debts, obligations, contracts, expenses, legal fees, legal representation, expert witness fees, attorney fees, acts, damages, litigation costs, personal injury, wrongful death, medical bills, liens, lost wages, permanent injury, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, fixed or contingent, accrued or unaccrued arising out of or related to the event(s), participation and/or observation of ANY ACTIVITY OR EVENT OR PREPARATION FOR SAID ACTIVITY OR EVENT including but not limited to racing, whether caused by the negligence of the Releasees and/or negligence of any other participant, or each of the undersigned or any entity or person. Jurisdiction and Venue of any suit relating in any way to the race or event or the premises or involving this Agreement or any of the Releasees, shall be brought and heard solely in the Fountain Circuit Court, County of Fountain, State of Indiana.

I HEREBY FREELY ACCEPT AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR THE RISK OF LOSS, DAMAGE, OR INJURY, INCLUDING INFECTIOUS DISEASES, PARALYSIS, OR DEATH, that may by sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on, in route to or from or upon the premises, including but not limited to any loss, damage, or injury caused as result of or by the negligence of the Releasees and/or negligence of any or each of the undersigned.

CAUT	ON: REAL	) BEFORE	SIGNING.	THIS RELEA	ASE WAIVE	S VALUAB	LE LEGAI	. RIGHTS.	READ	IT THOR	OUGHLY	BEFORE	SIGNING	3 IT. BY	SIGNING	i IT, YOL
ACKN	OWLEDGE	YOU HA	VE READ /	AND UNDE	RSTAND ITS	S TERMS A	ND CON	IDITIONS	AND A	GREE TO	BE BOL	IND BY 1	THOSE TI	ERMS A	ND CON	DITIONS
INCLU	<b>DING THE</b>	WAIVER	<b>OF YOUR</b>	<b>LEGAL RIGH</b>	ITS.											

<b>Initials</b>				
				_

I HEREBY AGREE AND ACKNOWLEDGE THAT THIS Agreement shall be binding upon my heirs, next of kin, administrators, executors, personal representatives, power of attorneys, health care representatives, guardians, and assigns. If any portion of this Agreement is held invalid, the balance shall notwithstanding continue in full legal force and effect and any Court, Judge or person interpreting this Agreement shall add language into this Agreement which shall comply with the intent of making this Agreement a full and complete and broad release of all liability by the undersigneds in favor of the Releasees.

I HEREBY GRANT THE RELEASEES THE IRREVOCABLE AND UNRESTRICTED RIGHT to use and publish photographs of me, or in which I may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I HEREBY FOREVER RELEASE the Photographer(s) and his or her legal representative and assigns from any and all claims and liability related to or arising out of said photographs.

I HEREBY CERTIFY THAT THE VEHICLE/MACHINE I BRING TO THIS FACILITY is/are lawfully registered, inspected, and insured and that I have no knowledge of any condition that might render the vehicle/machine unsafe in any way. I further certify that I have adequate insurance to cover any injury or damage I may cause of suffer while participating and/or observing, or else I agree to bear the costs of such injury or damage to myself or others. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me at risk while participating and/or observing any activities, scheduled or unscheduled, as herein described. I further certify that I will use the vehicle/machine in the manner that the machine was intended for use. I further certify that the undersigned will follow all applicable laws, rules and regulations and EVERYONE involved will wear all required safety gear and are fully trained to ensure the off-road and/or racing event is as safe as possible for everyone. I understand that I may voluntarily decide not to be involved or cease my involvement at any time.

THE UNDERSIGNED PARTICIPANT HAS READ, FULLY UNDERSTANDS, AND VOLUNTARILY SIGNS THIS AGREEMENT. I understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, coercion, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional voluntary release of all liability to the greatest extent allowed by law. I understand and agree that this Agreement is valid and enforceable from the date the same is executed through and until such time as the same is revoked, in writing. I certify that no oral representation statements or inducements apart from the foregoing written agreement have been made. However, to the extent there have been any communications not contained in this Agreement, I understand that this Agreement is fully integrated and no oral or other promises or communications were considered by the undersigned in agreeing to sign this Agreement as I understand any communication not contained in this Agreement is unenforceable. I have consulted with counsel before signing this Agreement and I and my counsel have participated in the drafting of the same such that the rules of interpretation requiring provisions to be construed against the draftsman shall not be applicable.

## I HAVE READ AND UNDERSTAND THE ABOVE AND FULLY AGREE TO THE SAME.

Racer Signature:	Date:
Navigator Signature:	Date:
Alternate Signature:	Date: