

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY  
AGREEMENT FOR ALL HSR EVENTS – 2012 SEASON**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in ANY HSR organized, sanctioned, promoted, or related events or activities (“Events”) for and during the calendar year of 2012 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), on behalf of myself, my personal representatives, heirs, and next of kin:

1. I acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE HSR/SVRA, its parent subsidiary, or affiliated corporations or entities and/or other racing associations or series, sanctioning organizations or any subdivisions thereof, track operators, track owners, participants, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, 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) their parents, subsidiaries, wholesalers, and affiliated corporations and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as “Releasees”, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the Releasees arising out of my injury or death or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. I HEREBY ASSUME 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 RELEASEES or otherwise.
5. I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE 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 OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. I 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.
7. I HEREBY agree this Agreement shall be binding upon and enforceable against me, my Personal representatives, spouse, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S) during the calendar year.

**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.**

**READ CAREFULLY BEFORE SIGNING                      (PLEASE PRINT CLEARLY)**

**APPLICANT Legal Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Applicant Printed Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_



\_\_\_\_\_  
**Signature of Witnessing Notary Public**

\_\_\_\_\_  
**County, State of** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

