

# Texas Desert Racing Association

## WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Name of Event: \_\_\_\_\_ Date(s) of Event: \_\_\_\_\_

IN CONSIDERATION of being permitted in RACING PROGRAMS, to enter for any purposes the RESTRICTED AREA (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn out area, approach area, shut down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event shall take place or where special authorization, permission, or credentials are required or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or for any purpose participate in any way in the Event, each of the Undersigned, for himself and personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspect such RESTRICTED AREA and does further warrant that the Undersigned's participation in the scheduled Event and entrance upon the RESTRICTED AREA, constitute an acknowledgement that the Undersigned has inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purpose of the RACING PROGRAM, and further agrees and warrants that if, at any time the Undersigned is in or about RESTRICTED AREAS and feels anything to be unsafe, the Undersigned will immediately advise the OFFICIALS of such and will leave the RESTRICTED AREAS.
2. HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE the promoters, participants, racing associations sanctioning organizations or any subdivision thereof, track owners, officials, car owners, drivers, pit crews, PARTICIPANTS, any persons in the RESTRICTED AREA, rescue personnel, sponsors, advertisers, owners, lessees of PREMISES owners, used to conduct the Event, premises and Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S), and each of them, their officers, directors, agents, and employees, all for purposes herein referred to as RELEASES, FROM ALL LIABILITY TO THE UNDERSIGNED, the Undersigned's personal representatives, assigns heirs, and next of kin FOR ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED WHETHER CAUSED BY THE NEGLIGENCE OF RELEASES OR OTHERWISE, while the Undersigned is in or upon the RESTRICTED AREA, and/or competing, officiating, observing, working for, or for any purpose participating in such event.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS, the Releases from any 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, observing, or working for, or for any purpose participating in the Event, and whether caused by negligence or the Releases or otherwise; and
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releases or otherwise while in or upon the RESTRICTED AREA, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event;
5. EACH OF THE UNDERSIGNED expressly acknowledges 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 also expressly acknowledges the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASES.
6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATIONS and 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 held invalid, it is agreed that the balance, notwithstanding, shall 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 ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, ORAL OR WRITTEN, 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.

I \_\_\_\_\_ (printed name of Driver/Rider of Record) attest and do solemnly swear that the signatures that appear on the waiver and release of liability provided by Texas Desert Racing Association for all persons, participants, pit crew members, or any other persons that I permit into my restricted pit area during the sanctioned activities of Texas Desert Racing Association, are the signatures of people that I will permit to access the restricted pit area during the event. No other individuals will be provided access by me or my team members. I understand that Texas Desert Racing Association will, at their discretion audit the waiver signatures.

RACE VEHICLE # \_\_\_\_\_

PRINT NAME (DRIVER/RIDER OF RECORD) \_\_\_\_\_

SIGNATURE OF DRIVER/RIDER OF RECORD \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

PARTICIPANT'S SIGNATURE	PRINTED NAME	STATUS (i.e. Support Crew-SC)	DATE
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1. I HAVE READ THE RELEASE \_\_\_\_\_

2. I HAVE READ THE RELEASE \_\_\_\_\_

3. I HAVE READ THE RELEASE \_\_\_\_\_

4. I HAVE READ THE RELEASE \_\_\_\_\_

5. I HAVE READ THE RELEASE \_\_\_\_\_

6. I HAVE READ THE RELEASE \_\_\_\_\_

7. I HAVE READ THE RELEASE \_\_\_\_\_

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10. I HAVE READ THE RELEASE \_\_\_\_\_

11. I HAVE READ THE RELEASE \_\_\_\_\_

12. I HAVE READ THE RELEASE \_\_\_\_\_

13. I HAVE READ THE RELEASE \_\_\_\_\_

14. I HAVE READ THE RELEASE \_\_\_\_\_

15. I HAVE READ THE RELEASE \_\_\_\_\_

16. I HAVE READ THE RELEASE \_\_\_\_\_