



IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as including, but not limited to the racing surface, pit areas, infield, pre-grid area, hot pit area, approach area, shutdown area, and all walkways, concessions and other areas appurtenant to any area where an activity related to the event shall take place), THE UNDERSIGNED, for him/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/ she does further warrant that his/her entry upon such restricted area or areas, and his/her participation, if any, in the event constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted areas;

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the promoter, participants, racing association, agents, sanctioning organization and any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, riders, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and leasees of the premises used to

conduct the event and each of them, their officials, employees, and agents for all purposes herein referred to as "Releasees", for all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss, for all loss or damage and any claim or demands therefore on account of injury to the personal property or resulting of death of the undersigned whether caused by the negligence of the Releasees, or otherwise, while the undersigned is in or upon the restricted area and/or competing, officiating, observing, working for, or for any purposes participating in the event;

2. HEREBY AGREES TO AND INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them for any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon a restricted area, or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the Releasees or otherwise;

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, due to the negligence of Releasees or otherwise, while in or upon the restricted area, and/or while competing, officiating, observing or working for or for any purpose participating in the event.

4. HEREBY AGREES TO FOLLOW ALL RULES SET FORTH IN THE WERA RULEBOOK, and agrees to abide by any penalty(s) set by WERA in accordance with the procedure(s) set forth in the Rulebook for the current race season.

THE UNDERSIGNED further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law or the province or state in which the event is conducted in that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS DOCUMENT. I UNDERSTAND THAT THIS IS A RELEASE OF ALL CLAIMS, I UNDERSTAND I ASSUME ALL RISK INHERENT IN RACING. I VOLUNTARILY SIGN MY NAME, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS. AS CONSIDERATION FOR ENTRY IN THIS OR ANY OTHER TRACKTACTICS EVENT, I AUTHORIZE THE USE OF PHOTOGRAPHS, MOTION PICTURES, AND TRANSMISSION BY ELECTRONIC MEDIA OF MY SELF, MY NAME, MY TEAM NAME, MY SPONSORS' NAME(S), MY TEAM OWNERS' NAME(S) AND MY ACCOMPLISHMENTS BY TRACKTACTICS THEIR AGENTS, SPONSORS AND PROMOTERS, FOR PUBLICITY, PROMOTIONAL AND ADVERTISING PURPOSES OF TRACKTACTICS EVENTS WITHOUT RESTRICTION.

Print Name: _____

Signature _____

Date: _____