

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

SPEEDVEGAS, 14200 S Las Vegas Blvd, Las Vegas, NV 89054

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), or being permitted to enter for any purposes any RESTRICTED AREA (defined as any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREA and he/she feels anything to be unsafe, he/she will immediately advise the official of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2. HEREBY acknowledges THAT HE/SHE IS PHYSICALLY CAPABLE OF PARTICIPATING IN THESE EVENT(S) and has no history of illness or injury, nor is he/she currently using any substance, medicine, drug or alcohol, that may hinder his/her ability to participate in these events.

3. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Las Vegas Motorsports Park, LLC, their parent(s), subsidiaries, affiliated entities, principals, employees, promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, officials, car owners, drivers, rescue personnel, 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, employees, representatives, owners, members, affiliates, successors and assigns 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.

4. HEREBY agrees and acknowledges that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to and does apply with respect to all facts, acts and omissions, whether now known or not known, related to the events occurring or arising out of Participant’s engagement and participation at SPEEDVEGAS.

5. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY EXPENSE, LOSS, LIABILITY, DAMAGE, OR COST INCLUDING ATTORNEYS’ FEES AND EXPENSES RELATED TO THE INVESTIGATION OR DEFENSE OF ANY CLAIMS (collectively, “Damages”) they may incur arising out of or related to the UNDERSIGNED’S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and any liability which Releasees may incur due to any act or omission of Participant, including, but not limited, property damage and injury or death caused by Participant.

6. HEREBY ASSUMES 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.

7. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE INHERENTLY VERY DANGEROUS and involve the risk of serious injury and/ or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

8. HEREBY acknowledges that he/she has current, valid automobile liability insurance coverage in at least the following amounts: (1) \$25,000 per person and \$50,000 per accident for bodily injury liability coverage, (2) \$20,000 for property damage, and (3) \$25,000 per person and \$50,000 per accident for uninsured motorist bodily injury coverage.

9. HEREBY acknowledges that risks may include, but are not limited to, misinformation and instructions or the lack thereof; equipment malfunction, equipment misuse by either the Participant or other participants or employees, falling, impacting objects or being impacted by objects, weather-related injuries, and others, with consequential injuries received that may be compounded by negligent rescue operations or procedures of the released parties or others.

10. HEREBY acknowledges that all statements or promises, verbal or printed, that have previously been heard or received as to facts of safety are EXPRESSLY REPUDIATED.

11. HEREBY agrees 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 State or Province 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.

12. HEREBY acknowledges that the undersigned has the right to negotiate the terms and conditions of this release agreement but by signing below hereby waives such right.

13. HEREBY agrees that should any portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement be judicially determined invalid, voidable, or unenforceable for any reason, such portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement SHALL BE SEVERABLE FROM THE REMAINING PORTIONS HEREIN and the INVALIDITY, VOIDABILITY, OR UNENFORCEABILITY THEREOF SHALL NOT AFFECT THE VALIDITY, EFFECT, ENFORCEABILITY, OR INTERPRETATION OF THE REMAINING PROVISIONS OF THIS RELEASE AND WAIVER.

Driver hereby represents and warrants that their driver's license is valid and in good standing with the issuing jurisdiction. Driver understands that SPEEDVEGAS is relying on the validity of Driver’s representation that their license is valid and in good standing.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, 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 AND I SIGN OF MY OWN FREE WILL.

ALL SECTION MUST BE COMPLETED			
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SIGNATURE AND TITEL OF WITNESS

ADDRESS OF WITNESS

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