

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

READ CAREFULLY - THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND THOROUGHLY UNDERSTAND IT BEFORE SIGNING BELOW.

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) at: Dells Raceway Park N1070 Smith Road Wisconsin Dells, WI 53965 for and during the calendar year of 2021 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:

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

1. HEREBY acknowledges, agrees and represents that he/she has or will immediately upon entering any of the RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters. He/she further acknowledges, agrees, and represents that if, at any time, he/she is in or about the RESTRICTED AREAS and feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT.
2. HEREBY acknowledges that the above-described EVENT is VERY DANGEROUS and involves the risks, hazards and dangers of personal injury, disability, death, property damage and other loss. The undersigned further acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF ANY OF THE RELEASEES, as defined in paragraph 5.
3. 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 the RELEASEES, as defined in paragraph 5, or otherwise.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them, as defined in paragraph 5, FROM ANY LOSS, LIABILITY, DAMAGE OR COST he/she may incur arising out of or related to his/her INJURY OR DEATH WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE

PRINT NAME HERE

I HAVE READ THIS RELEASE

SIGN NAME HERE

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

RELEASE AND WAIVER OF LIABILITY

5. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT, 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 and each of them, their directors, officers, agents and employees (all hereinafter referred to as "Releasees"), FROM LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS, DAMAGE, CLAIMS, DEMANDS, and/or RIGHTS OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED TO THE UNDERSIGNED'S PARTICIPATION IN THE EVENT, CAUSED BY THE NEGLIGENCE OF THE RELEASEES.
6. HEREBY agrees that this RELEASE AND WAIVER OF LIABILITY 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 of Wisconsin. If any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY acknowledges that he/she has had the opportunity to review, discuss, ask questions about, and negotiate the terms and conditions of this RELEASE AND WAIVER OF LIABILITY prior to signing below.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, 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.

I HAVE READ THIS RELEASE

PRINT NAME HERE

DUTIES OF PERSON SIGNING

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SIGN NAME HERE

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