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# Dallas County Speedway

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

Participant wishes to participate at Dallas County Speedway, Urbana, MO. IN CONSIDERATION of being permitted to compete or participate in any EVENT and/or being permitted to enter RESTRICTED AREAS (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), PARTICIPANT, on behalf of himself or herself and his or her personal representatives, heirs, and next of kin, agrees as follows:

\* **Inspection of Restricted Areas:** PARTICIPANT acknowledges, agrees and represents that he or she will immediately upon entering the RESTRICTED AREAS, and continuously thereafter, inspect the RESTRICTED AREAS, and further agrees and warrants that, if at any time, he or she is in or about RESTRICTED AREAS and feels anything to be unsafe, he or she will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT.

\* **Release From Liability:** PARTICIPANT releases, waives, discharges and covenants not to sue the promoters, other participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in the RESTRICTED AREA, promoters, sponsors, advertisers, owners of the 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 (herein collectively "RELEASEES") from all liability to PARTICIPANT and/or his personal representatives, assigns or heirs, for bodily injury, death, or property damage that PARTICIPANT may suffer in this EVENT, whether caused by the negligence of RELEASEES or otherwise.

\* **Agreement to Indemnify and Hold Harmless:** PARTICIPANT agrees to indemnify, save and hold harmless RELEASEES from any loss, liability, damage, or cost, including attorney fees, they may incur arising out of or related to his or her participation in the EVENT, whether caused by the negligence of RELEASEES or otherwise.

\* **Assumption of Risk:** PARTICIPANT acknowledges that the activities of the EVENT are very dangerous and involve a substantial risk of serious injury, death and/or property damage and that injuries received may be compounded or increased by negligent rescue operations or procedures of the RELEASEES. PARTICIPANT acknowledges and voluntarily assumes full responsibility for any risk of bodily injury, death, or property damage that may arise out of or is related to the EVENT, whether caused by the negligence of RELEASEES or otherwise.

\* **Scope of Release:** PARTICIPANT agrees that this Release and Waiver of Liability extends to all acts of negligence by RELEASEES, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri. PARTICIPANT agrees that if any portion of the Release and Waiver of Liability is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

\* **Venue:** This Release and Waiver of Liability shall be construed in accordance with the laws of the State of Missouri. Dallas County, Missouri shall be the sole and exclusive venue for all disputes arising out of or related to this Release and Waiver of Liability or Participant's participation in the EVENT.