## **COUNTY OF GREENE & FLASHLIGHT DRAGS**

RELEASE AND WAIVER OF LIABILITY,

## ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

## DRAG RACING EVENT -AIRPORT

AGE 18 YEARS & OLDER: By Race Event Date & Date Signed Below

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the DRAG RACING EVENT(S) or being permitted to enter for any purpose a RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees and represents that s/he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter inspect the RESTRICTED AREAS which s/he enters and s/he further agrees and warrants that, if any time, s/he is in or about RESTRICTED AREAS, and s/he feels anything to be unsafe, s/he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(s).
- 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, or any persons in any RESTRICTED AREA, 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, land owners, airport owners, airport managers, successors and assigns all of the purposes herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his 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 RELEASES OR OTHERWISE.
- 3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILTY, DAMAGE, OR COST that may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.
- 4. 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 NEGLIGENCE OF RELEASES or otherwise.
- 5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE 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 RELEASES.
- 6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releases, INCLUDING NEGLIGENT RESCUE OPERATONS 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.
- 7. 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.

## **NOTICE**

I HAVE READ THIS RELEASE AND WAIVER OF LIABILTY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, AND UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT AN INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ATTEST (PLEASE PRINT CLEA	IKLY):		
PRINT NAME	SIGNATURE	TODAY'S DATE	
ADDRESS	CITY	STATE	)
DRIVER'S LICENSE #	STATE OF ISSUE	DATE OF BIRTH	

\*\*\*MUST BE 18 YEARS OF AGE OR OLDER\*\*\*