**ADULT "EVENT" RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

# CCSCC Autocross — 2023 Annual

**Name and Location of Event** — **Date(s) of Event**

IN CONSIDERATION of being permitted in RACING PROGRAMS, or to enter for any purposes the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn-out area, approach area, shut-down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event(s) shall take place, or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or participate in any way or for any other purpose in the Event(s), each of the Undersigned for himself/herself and for his/her personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspected such Restricted Areas and does further warrant that the Undersigned's participation in the scheduled Event(s) and entrance upon the Restricted Areas, constitutes an acknowledgment that the Undersigned has inspected the Restricted Areas, and that it is safe and reasonably suited for the purposes of the RACING PROGRAM, and further agrees and warrants that if, at any time, the Undersigned is in or about Restricted Areas and feels anything to be unsafe, the Undersigned will immediately advise the Officials of such unsafe condition(s) and will leave the Restricted Areas.

2. 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, participants, any persons in the Restricted Areas, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Event is conducted, premises inspectors, Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or Event(s), and each of them, their officers, directors, agents, and employees, all for purposes herein referred to as **"RELEASEES,"** from all liability to the Undersigned, the Undersigned's personal representatives, assigns, heirs, and next of kin FOR ALL LOSS OR DAMAGE SUSTAINED BY THE UNDERSIGNED, AND ANY CLAIM OR DEMANDS RESULTING THEREFROM, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Undersigned is in or upon the Restricted Areas, and/or competing, officiating, observing, working for, or for any purpose participating in such Event.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Restricted Areas, 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; and

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in or upon the Restricted Areas, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event(s);

5. EXPRESSLY acknowledges that the ACTIVITIES OF THE EVENT 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 RELEASEES. THE UNDERSIGNED FURTHER UNDERSTAND that: (a) the above referenced ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

6. FURTHER expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

**GOVERNING LAW:** This Agreement, and its validity, interpretation and construction (whether in contract, tort *or statute*), or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of, or related to, any representation or warranty made in connection with this Agreement, or as an inducement to enter into this Agreement), shall be governed by, *and enforced in accordance with*, the internal laws of the State of California.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, ORAL OR WRITTEN, AND INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

| PARTICIPANT SIGNATURE & PRINTED NAME | PARTICIPANT SIGNATURE & PRINTED NAME |
|---|---|
| I HAVE READ THIS RELEASE | I HAVE READ THIS RELEASE |
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**SIGNATURE & TITLE OF WITNESS** — **(ADDRESS)** — **DATE**