

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

LOCATION: ERX MOTOR PARK, 21591 US HWY 169 NW, ELK RIVER, MN 55330

IN CONSIDERATION of being permitted to attend the event listed above ("Event"), including the right to enter any restricted area (i.e. any area requiring special authorization, credentials, or permission to enter), I hereby:

1. Acknowledge and agree that upon attending the Event, I will inspect the physical condition of the areas around me and, if at any time I feel anything is unsafe, will immediately advise the owners of the property or the officials of the Event of such unsafe condition and, if I feel it is necessary, will leave the facility or area that is unsafe.
2. Release, covenant not sue and waive any claims against the promoters, participants, racing associations, sanctioning organizations or any subdivisions thereof, track operators, property owners, officials, Event organizers, competition vehicle owners, drivers, pit crews, rescue personnel, sponsors, advertisers, owners and lessees of premises used to conduct the Event, surveyors, underwriters, insurance companies, medical providers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation, or loss control activates regarding the premises where the Event is held, and each of them, their directors, officers, owners, agents and employees (all of the foregoing are collectively referred to herein as the "Releasees") from all liability, whether related to damage to my property or to me, personally, as well as claims made by my 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, serious injuries, dismemberment, permanent disability, and/or resulting in death.
3. Agree to indemnify and hold the Releasees harmless from any loss, liability, damage or cost they may incur arising out of or related to the damages to my property and to my injuries or death, whether caused by the Releasees or resulting from my attendance at the Event.
4. Assume full responsibility for any risk of damage to my personal property and bodily injury, including but not limited to dismemberment, loss of limb, disability or death, arising out of or related to the Event or my attendance at the Event.
5. Acknowledge that the activities being conducted at the Event are very dangerous and create a risk of injury, including serious injury and/or death, and that by attending the Event, I am knowingly and voluntarily subjecting myself to potential injury or damage to my property.
6. Agree that this Release is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota, and that if any portion of this Release is held invalid, it is agreed that the remaining provisions of the Release shall be enforceable and continue in full legal force and effect.
7. Acknowledges that I have the right to negotiate the terms and conditions of this Release, but by signing below, agree to the terms outlined herein and waive any rights I have to negotiate separate terms.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, 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.

PRINT NAME

SIGN NAME

DATE

MOTOR PARK