

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

In consideration of (i) my registration and participation in any event, league, tournament or activity (individually, each of the foregoing being hereafter defined as an "Event") hosted, conducted, sponsored or organized by ERX Properties, LLC, Elk River Extreme Motor Park, Inc., or their respective subsidiaries, owners, lessees, sponsors or contractors (collectively herein as "ERX"), or (ii) being permitted to enter 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) at ERX Motorpark, 21591 US HWY 169, Elk River, MN (the "Track"), I, the undersigned, for myself and my representatives, heirs, and next of kin, hereby acknowledge, agree and represent as follows:

1. Upon entering the Track, including any restricted areas, I will immediately inspect the area and related surroundings, and, if at any time, I feel anything is unsafe, I will immediately advise a representative of ERX. If necessary, I will leave the Track or restricted areas and/or refuse to participate further in the Event.
  
2. I hereby release, waive, discharge, and covenant not to sue ERX, or the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, drivers, pit crews, rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, surveyors, underwriters, consultants, and others who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the Track or the Event (the foregoing being hereafter referred to with ERX as the "Releasees") from all liability for any and all loss or damage, and any claim or demands therefore on account of injury to my or my properly or resulting in my death or dismemberment arising out of or related to the Event in any way, including but not limited to my participation or spectating of the Event, whether caused by any partial or sole negligence of the Releasees or otherwise.
  
3. I hereby agree to indemnify and hold the Releasees harmless from any and all liability for damages, loss or injuries, either to person or property, which I sustain while engaged in any Event at the Track. I further agree to reimburse or make good any loss, damages or costs that the Releasees may have to pay if any litigation or claim arises on account of any claim made by the me or on my behalf.
  
4. I hereby assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Event, whether caused by the partial or sole negligence of Releasees or otherwise.
  
5. I hereby acknowledge that the activities at the Track related to the Event are dangerous and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that injuries I sustain may be compounded or increased by negligent rescue operations or procedures of the Releases, but accept such risk and agree to release and hold such persons involved in any rescue operations or procedures harmless for any such claims I may have against them.
  
6. I hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of partial or sole negligence by the Releases and is intended to be as broad and inclusive as is permitted by the laws of the State of Minnesota and that if any portion is held invalid, it is agreed that the balance shall continue in full force and effect.
  
7. I hereby acknowledge and agree that photographs, video productions and telecasts at the Track or of the Event may be made without my consent or review. I further agree that all rights in such photographs, video productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution, shall belong to ERX and or an ERX affiliate, its successors or assigns. ERX may make whatever use of such photographs, video productions and telecasts as it or they may desire. I hereby grant to ERX and or an ERX affiliate, its successors and assigns, the non-exclusive right to use my name or likeness for any and all commercial benefit and purpose, without limitation or compensation to me, in perpetuity, throughout the universe, in all media.
  
8. I hereby agree that I will not distribute, convey, hand out, gift or give away any good, item or product (together, the "Products") of any form or type at the Event without the prior written consent of an authorized representative of ERX.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Printed Name \_\_\_\_\_ DOB \_\_\_\_\_