RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Hardcore Derby Promotions LLC

112 East Fayette St Uniontown Pa 15401

IN CONSIDERATION OF being permitted to enter for any purpose, any **RESTRICTED AREA** (herein defined as including but not limited to the racing surface, pit areas, infield, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or any purpose participate in any way in the event. **EACH OF THE UNDERSIGNED**, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspects such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and he further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted area.

1. **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for 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 or account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, working for, or for any purpose participating in the event.

2. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any **loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participation in the event and whether caused by the negligence of the releases or otherwise.**

3. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of releases or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

4. **EACH OF THE UNDERSIGNED** expressly acknowledges and agrees 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** further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is 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.

THE UNDERSIGNED FURTHER UNDERSTANDS that track and weather conditions can change at any time and understands that the level of risk may change as the track is ridden or as the weather changes.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

THE UNDERSIGNED FURTHER UNDERSTANDS that any images, pictures, videos of participants, pit crew and family not excluding sponsors may be used in future advertising, marketing and all promoting of Hardcore Derby Promotions LLC .

NAME (PRINT) SIGNATURE	NAME (PRINT) SIGNATURE_____

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