

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

(READ CAREFULLY BEFORE SIGNING)

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any OMEGA MOTORSPORT events or activities (EVENTS), or being permitted to enter for any purpose any RESTRICTED AREA thereof (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission be the general public is restricted or prohibited), I, for myself, my personal representatives, heirs and next of kin:

- 1. Hereby acknowledge, agree and represent that I will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter and I further agree and warrant that, if at any time, I am in or about the RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREAS and will refuse to participate further. I understand that the nature of the EVENT may not permit me to inspect the RESTRICTED AREAS and/or EVENT course and facilities (including adjacent areas thereof) with which I may contact during the EVENT prior to my participation and that there may be risks not known to me or that are not foreseeable at this time. I agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the EVENT.
- 2. Hereby RELEASE, WAIVE, and DISCHARGE OMEGA MOTORSPORT, the promoters, participants, racing associations, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, venue operators, venue owners, officials, car owners, drivers, pit crews, rescue personnel, any person in any RESTRICTED AREA, sponsors, advertisers, owners and lessees of premises used to conduct the EVENTS, 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 EVENTS and for each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. In addition, I COVENANT NOT TO SUE any of the RELEASEES based upon any claim arising out of any of the EVENTS.
- 3. Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- 4. Hereby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost they may incur due to claims brought against the RELEASEES arising out of my injury, or death, or damage to my property while I am in the RESTRICTED AREAS and/or while competing, practicing, officiating, observing or working for or for any purpose participating in the EVENTS and whether caused by the negligence of the RELEASEES or otherwise.
- 5. Hereby acknowledge that THE EVENTS ARE POTENTIALLY VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- 6. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the EVENTS are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY 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 BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Description and Location of Event Signature of Participant	EVENT Date(s)			
	Print Name of Participant		Date	e Age (if Minor)
Car Year, Make, Model and Color		Participant Pho	one #	
Emergency Contact	Phone #			
Signature of Guardian of Participant (if Minor)	Print name of Guardian of Partic	ipant (if Minor)	Date	Relationship