

3:16 Trackdays - Release, Waiver, and Indemnity Agreement

I (print name) _____, Hereby declare that I am aware of and fully realize the risks and dangers that are inherent in driving and riding vehicles of all types and varieties, whether cars, motorcycles, ATVs or otherwise. I realize that those risks and dangers exist regardless of any safety measures which might be employed by 3:16 Trackdays LLC.

As used in this Release, Waiver, and Indemnity Agreement and unless the context otherwise requires: "Participant" means any person or persons, including me, present for any purpose whatsoever at, or participating in any way in connection with, any event, or activity sponsored by or in any manner relating to 3:16 Trackdays LLC.

"Inherent dangers and risks of driving and riding" means those dangers or conditions which are in any way related to driving and riding motorized vehicles, such as speed; weather conditions as they exist or may change (such as dust, rain, ice, snow, route conditions); natural and man-made objects and things, and collisions with such objects and things; impact with barriers, signs, posts, fences or enclosures, hydrants, water pipes, man-made structures and their components; variations in steepness, terrain or road surface conditions, whether natural or as a result of design or maintenance operations, including but not limited to access roads, run-off areas and terrain modifications; collisions with other participants; and, the failure of participants to drive or ride with reasonable care.

Initials All Sections

_____ 1. I understand that it is my duty and responsibility to knowing the range of my own ability to control the vehicle I am operating, negotiate the course I am driving or riding, and to do so within the limits of such ability.

_____ 2. I will heed to all posted information and other warnings, and will refrain from acting in a manner that may cause or contribute to the injury of others.

_____ 3. I accept and assume the risk of, and all legal responsibility for, all injuries to persons or property resulting from any of the inherent dangers and risks of driving and riding, including the risk of injury to me or anyone else's persons or property resulting from another driver's or rider's act of omissions.

_____ 4. In consideration of being permitted to participate in a 3:16 Trackdays LLC event, I hereby release, waive, discharge and covenant to not sue 3:16 Trackdays LLC, and its officers, directors, officials, mentors, representatives, agents, and employees, and the owners and lessees of the premises at which I drive or ride, and the promoters, and the track operators, owners, vehicle owners, drivers, riders, pit crews, sponsors, advertisers and others involved in any way, and all corner workers, officials and other employees and agents for any purpose (herein referred to as "releasees"), from and for all liability to me, and to my personal representatives, assigns, heirs, and next of kin for:

_____ A. All loss, damage or claim or demand on account of injury to me or my personal property from any cause whatsoever.

_____ B. All loss, damage, or claim, or demand on account of, or resulting in, my injury, death, loss of limb(s) or permanent disablement, and whether cause by the negligence of the releasees, or otherwise, while I am driving or riding, or am in, upon or about any area in which I or others are engaged in any activity, or are participating, competing, officiating, observing or working for any purpose associated in any way with 3:16 Trackdays LLC events or experiences.

_____ 5. I hereby agree to and indemnify the releasees, and save and hold each of them harmless, for any and all loss, liability, damage or cost they may incur relating in any way to my presence in, upon or about, and any manner relating to 3:16 Trackdays LLC, or in any way participating, competing or officiating in or at, or observing or working in connection with a 3:16 Trackdays LLC event or experience, and/or while participating, competing or officiating in or at, or observing or working for any purpose associated with, a 3:16 Trackdays LLC event or experience.

_____ 6. I hereby assume full responsibility for and risk of all bodily injury, death and property damage, whether due to my negligence, the negligence of releasees, or the negligence of others, while I am in, upon or about the location of all 3:16 Trackdays events or experiences, and/or while participating, competing or officiating in or at, or observing or working for any purpose associated with, a 3:16 Trackdays event or experience.

_____ 7. I hereby agree to follow all rules established by 3:16 Trackdays LLC

_____ 8. I further expressly agree that foregoing release, waiver, and indemnity agreement is intended to be a broad and inclusive as is permitted by the law of province or state in which the driving or riding I will do takes place, and if any portion of this agreement is held invalid, the balance shall continue in full legal force and effect.

_____ 9. I have read this document, and I understand that this is a release to all claims.

_____ 10. I have read and voluntarily sign the release, waiver, and indemnity agreement, and further agree that no oral representations, statements or inducements, apart from the foregoing written agreement have been made.

_____ 11. I understand that I assume all risk (meaning, the risk of anything that happens – however bizarre or egregious) inherent in driving or riding.

_____ 12. I voluntarily sign my name, evidence my acceptance of the above provisions.

_____ 13. As consideration for my being allowed to participate, I authorize 3:16 Trackdays LLC, and its agents, sponsors, and promoters without restriction to use photographs and video via all media of myself for promotional advertising and all other purposes.

Emergency Contact Information

Printed Name: _____

Name: _____ *Print Legibly*

Signature: _____

Phone: _____

Date: _____