

# 2023 RACING SEASON

## ADULT RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT



Participant's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Emergency No: \_\_\_\_\_

In CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined to be any area which requires special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited) I agree that:

1) I acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the premises, facilities, and equipment to be used or come in contact with. If at any time, I am in or about RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).

2) I fully understand that (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participate on in the Event(s) and/or entry into Restricted Areas involve RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE "RELEASEE" NAMED ABOVE; (c) There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE.

3) I consent to the participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED ABOVE.

4) HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Industry Hills Expo Center, Industry Racing, LLC, CNC Equestrian Management, City of Industry, the promoters, sponsors, associations, organizations, participants, officials, rescue personnel, landowners, leasees and permittees of the PREMISES, and each of them, and their respective directors, officers, agents, and employees, and all others whether listed herein by name or category or neither, all for the purposes herein referred to as "Releasees", from all liability to me, 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 or resulting death of the undersigned, arising out of or related to the undersigned's presence on the Premises of the Industry Hills Expo Center, Industry Racing, LLC, whether caused by the negligence of the Releasees or otherwise.

5) If, despite, this release, I, make a claim against the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and their insurance carrier, and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6) In the event that I sustain any injury while in any Restricted Area that any rescue personnel or medical personal may release such medical information about my condition to representatives of Industry Racing, LLC, track operator, or track owner, as necessary to allow such individuals to properly report that information to appropriate representatives of the organization and/or insurance carriers.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT 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.

Participant Signature

Dated Industry Representative

Dated