



SpeedRaceway.com

Speed Raceway™ Adult WAIVER AND RELEASE, EXPRESS ASSUMPTION OF RISK INDEMNITY AND COVENANT NOT TO SUE

Date: _____

E-mail: _____

Name: _____
[Printed Name]

License Number: _____

Phone Number: _____

How Did You Here About Us?: _____

Birth Date: _____

READ THIS DOCUMENT CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS

IN CONSIDERATION for permitting me to enter upon the property of and/or use the FACILITIES operated by Raceway Partners, LLC d/b/a Speed Raceway, I the undersigned, on behalf of myself, my legal representatives, heirs and assigns (hereinafter the "PARTICIPANT") hereby agree as follows:

- DEFINITIONS.** For purposes of this agreement, the term "OPERATORS" shall be deemed to include Raceway Partners, LLC d/b/a Speed Raceway, and/or its employees, officers, managers, members, agents, landlords, attorneys, lessors, insurers, and/or other persons or entities associated therewith. The term "FACILITIES" shall be deemed to include all facilities, services, activities, vehicles and equipment, driving, racing, observing, and all other services, activities, and things offered to PARTICIPANT by the OPERATORS.
- ASSUMPTION OF RISK.** PARTICIPANT acknowledges that the activities and property upon which they take place, are potentially dangerous and could involve the risk of serious injury, death, or property damage. PARTICIPANT agrees to assume any and all risks related to or arising from use of the FACILITIES and/or presence upon the property where they are located. Such risks include but are not limited to the ordinary negligence of the OPERATORS as well as the negligent or deliberate acts of others. By signing this agreement, PARTICIPANT expressly assumes all known and unknown risks related to use of the FACILITIES and/or presence upon the property where they are located.
- WAIVER, RELEASE AND COVENANT NOT TO SUE.** PARTICIPANT hereby waives any and all past, present, and/or future claims against, and releases and agrees not to sue the OPERATORS (whether individually or collectively), nor any other persons or entities associated therewith ("other releasees"), for any such claims of any nature whatsoever (except for gross negligence or intentional torts) which claims arise from or otherwise relate to use of the FACILITIES and/or presence upon the property where the FACILITIES are located.
- INDEMNIFICATION.** PARTICIPANT further agrees to indemnify, defend and hold harmless the OPERATORS and other releasees hereunder, of, from, and against all claims, losses, damages, causes of action, judgments, costs and expenses including attorneys' fees, and all other liabilities arising out of or relating to PARTICIPANT'S use of the FACILITIES and/or presence upon the property on which they are located, even if caused by the ordinary negligence of the OPERATORS and/or other releasees hereunder.
- LIABILITY FOR DAMAGES.** PARTICIPANT accepts responsibility for, and agrees to promptly pay Speed Raceway for all damages to the FACILITIES caused by the PARTICIPANT whether accidentally, negligently or deliberately.
- FURTHER ACKNOWLEDGMENT.** PARTICIPANT hereby agrees to read and comply with all rules and regulations concerning the FACILITIES, including those concerning driving and racing vehicles. If PARTICIPANT does not understand any portion thereof, PARTICIPANT will, before using the FACILITIES, request assistance until all such rules and regulations are fully understood. PARTICIPANT promises and agrees not to use the Facilities or participate in any activity related thereto while under the influence of alcohol or drugs; nor if pregnant; nor if there is any other physical or mental condition that may impair PARTICIPANT'S ability to understand instructions or rules/regulations or, to participate without creating risk to the PARTICIPANT or others.
- SEVERABILITY.** This agreement is intended to be as broad and inclusive as is permitted by law. If any part of this agreement is held to be invalid, the balance thereof shall remain valid and in full force and legal effect; and, if necessary, shall be modified so as to further its intent to waive, release and indemnify the OPERATORS and other releasees hereunder, against all claims and liabilities as may be permitted by law.
- JURISDICTION AND LAW.** This agreement shall be interpreted and enforced under the laws of the City of Englewood, County of Douglas, State of Colorado; and the courts located therein shall have exclusive jurisdiction over all claims, controversies and lawsuits relating to this agreement, and/or PARTICIPANT'S use of the Facilities or presence upon the property where they are located.

BY SIGNING THIS AGREEMENT, I, the undersigned PARTICIPANT, state and affirm that I have read this Agreement in full; I understand its terms; I understand that by signing it I may be giving up legal rights that I may otherwise have had; I was given ample opportunity to read this agreement and to have it reviewed by legal counsel of my choice; and, I sign it freely, voluntarily, and without any other representations made to me. I intend my signature to be a complete, fully voluntary, and continuing agreement.

PARTICIPANT

Signature

Date

Printed Name

Date

Street Address

City, State, Zip

NOTE: A separate EXPRESS ASSUMPTION OF RISK, WAIVER AND RELEASE, INDEMNITY AND COVENANT NOT TO SUE agreement is required for each racer. If faxing, fax all pages at one time with a cover announcing number of pages to follow. If hosting a party or event, include the Name/ Date of the event.