



RELEASE, WAIVER AND INDEMINITY AGREEMENT

I, the undersigned, (hereinafter referred to as “Lessee”), being of full age, at least 18 years old, for and in consideration of being permitted to enter the Raceway and participate in the related activities occurring thereon, including, but not limited to leasing and operating a NASCAR style stock car on the track, the receipt of which is hereby acknowledged, do for myself and my heirs, executors, administrators, representatives and assigns, hereby release and forever discharge, Al Lane’s Racing Adventure Inc., Al Lane’s The Racing School and Speedway, (referred to as “Lessor”), its directors, officers, owners, sponsors, pit crews, rescue, and all other workers associated with the speedway activities, from any and all claims, demands, causes of actions, losses and expenses, whether known or unknown, foreseen or unforeseen, that may occur to the Lessee as a result of visiting the speedway or participating in the activities taking place on the speedway grounds.

- Lessee agrees to hold harmless and in the event of suit or settlement, indemnify Al Lane’s The Racing School, Speedway, and others, hereinbefore more specifically mentioned, from any loss, liability or damages arising from the Lessee’s participation in the activities provided by The Racing School and the Speedway.
- Lessee recognizes that driving or riding in a racecar and all the related activities are dangerous with many risks that may result in serious injury or even death.
- Lessee agrees to assume full responsibility for any risk of bodily injury, death or property damage, arising out of or related to entering upon the premises of the Speedway and/or operating or riding in a stock car, regardless of fault.
- Lessee agrees that the activities are not ultra hazardous for which one can be held strictly liable. These activities are recreational and do not serve the public good.
- Lessee assumes full responsibility for the risk of loss for any physical damages, sustained to the NASCAR style stock car which Lessee operates.
- Lessee agrees that he has a valid drivers license; that he will participate in a training program to be provided by the Lessor; that he is in good health and in no way affected by the use of any medications, controlled substances that would preclude understanding his responsibilities nor affect his ability to perform at the acceptable levels, contemplated by the activities herein referred to.
- Lessee understands and agrees that if he, or anyone acting on his behalf, initiates an action at law against any of the released parties for any loss or injury; this document may be used in Court. Agreements such as this have upheld in Court in connection with injuries and death arising from racecar driving and riding activities.
- Should any provisions of this agreement be deemed to be enforceable, such shall not affect the validity of the remaining provisions hereof, that will remain in full force and effect.

For an additional fee of \$59.00 USD, Al Lane’s The Racing School agrees to release Lessee from any liability for collision damages to the leased NASCAR style stock car over and above the deductible of \$1,500.00 USD (one thousand five hundred dollars), while is it operated by the Lessee, driving in conformity with the instructions provided by the Lessor. _____ * (initials.)

In signing this document, I hereby acknowledge that I have read this Release, waiver of Liability, assumption of risk and indemnity agreement in its entirety. I fully understand that I have GIVEN UP SUBSTANTIAL LEGAL RIGHTS by signing it, this was done without any inducement, assurance or guarantee made by the Lessor or any others.

***Sign:** _____ ***Date:** _____

***REQUIRED FIELD**