

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

In consideration of receiving from RIVER ROAD RALLY PARK, INC. permission to enter upon the premises of this off road facility, the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate, as either a lessee of machinery and equipment, driver, mechanic, owner, attendant, participant, spectator, bystander, child, spouse, relative or in any other capacity, in any off road driving, as either a lessee, driver, passenger or spectator, riding or race held at these premises, each of the undersigned hereby releases RIVER ROAD RALLY PARK, INC., DONALD R. ROBERTS, RIVER ROAD PROPERTIES, (the Releasees), and their officers, directors, agents, servants, employees and licensees and any licensed promoters and their agents, officers, servants, and employees, of and from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including paralysis and death, that may be sustained by any or each of the undersigned, or any property of any of each of the undersigned, including leased property, while in, on, or upon these premises, or any premises leased to, owned by, sanctioned by, or under the control or supervision of RIVER ROAD RALLY PARK, INC., DONALD R ROBERTS, or RIVER ROAD PROPERTIES, or in route to or from these premises, or any other premises owned, leased to or under the control or supervision of RIVER ROAD RALLY PARK, INC., DONALD R ROBERTS, or RIVER ROAD PROPERTIES, **which release includes the negligence acts of omission or commission of said entities and their officers, directors, agents, servants, employees and licensees.**

Each of the undersigned being duly aware of the risks and hazards inherent upon entering said premises and/or in participating in or watching any of the events, races, or driving held at said premises, hereby elects voluntarily to enter upon said premises, being fully aware the condition is offered as is, and knowing that said condition may become more hazardous and dangerous during the time that each of the undersigned is upon the same premises. Each of the undersigned hereby voluntarily assumes all risks of loss, damage or injury, including paralysis or death, that may be sustained by any or each of the undersigned, or any property of any or each of the undersigned while in, on, or upon the premises including but not limited to any loss, damage or injury caused as a result of or by the negligence of RIVER ROAD RALLY PARK, INC., and/or DONALD R ROBERTS, RIVER ROAD PROPERTIES and their officers, directors, agents, servants, employees, and licensees.

I certify that the vehicle/machine I bring to this facility is/are lawfully registered, inspected, and insured and that I have no knowledge of any condition that might render the vehicle/machine unsafe in any way. Additionally, I certify that I am physically and mentally healthy and have no condition that will put me or others at risk while participating in any activities, scheduled or unscheduled, as herein described. Furthermore, I certify that I will use the vehicle/machine in the manner that the machine was intended for use.

The undersigned hereby agrees to indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the event(s) whether caused by the negligence of the releases, their officers, directors, agents, servants, employees and licensees including but not limited to attorney's fees, expert witness fees, costs and other expenses. Jurisdiction and Venue of any suit shall be sole in the McHenry County Circuit Court, Woodstock, Illinois.

This release shall be binding upon the distributees, heirs, next of kin, executors, administrators, personal representatives, power of attorneys, health care representatives, and guardians of each of the undersigned.

I grant permission to River Road Rally Park Inc., affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other events are the sole property of River Road Rally Park, Inc.

**CAUTION: READ BEFORE SIGNING. THIS RELEASE WAIVES VALUABLE LEGAL RIGHTS WHICH YOU MAY HAVE. READ IT THOROUGHLY BEFORE SIGNING IT. BY SIGNING IT, YOU ACKNOWLEDGE YOU UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE WAIVER OF LEGAL RIGHTS YOU MAY HAVE.**

**I have read this release, waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and conditions, understand that I have given up substantial legal 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, absolute, and unconditional release of all liability to the greatest extent allowed by law.**

In Witness Whereof, each of the undersigned has hereunto set his/her hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Participant Signature Required \_\_\_\_\_ Printed \_\_\_\_\_

**Notary Public:** Signature: \_\_\_\_\_ Printed \_\_\_\_\_

Date: \_\_\_\_\_

Seal

My Commission Expires: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
River Road Rally Park, Inc.