

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I will be participating as a participant in one or more of the following activities at the Keller Auto Speedway (the “Speedway”):

- receiving instruction on how to operate a racing vehicle;
- operating (driving) a racing vehicle;
- viewing other participants operate a racing vehicle

I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY “DIRECTIVES”), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC AND ALSO POTENTIALLY INVOLVE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO THE ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

**I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if volunteer participant is under 18): _____**

As consideration for being permitted by the Speedway to participate in these activities and use of racing vehicle, premises and facilities, **I forever release the Speedway and any affiliated organization, along with their respective owners, directors, officers, employees, volunteers, agents, contractors and representatives (collectively “Releasees”)** from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue or attach the property of any Releasee in connection with any of the matters covered by the forgoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, AND THE SPEEDWAY, AND SIGN IT OF MY OWN FREE WILL.

Executed at Keller Auto Speedway in Hanford, California on _____, 2020.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature
Address: _____

Signature
Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITITAL THIS FORM WHERE INDICATED.