

# "EVENT" ADULT RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The Florida International Rally & Motorsport Park - 7266 Airport Rd, Starke, FL 32091

November 10-12, 2023

**Name and Location of Event**

**Date(s) of Event**

IN CONSIDERATION of being permitted in RACING PROGRAMS, or to enter for any purposes the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn-out area, approach area, shut-down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event(s) shall take place, or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or participate in any way or for any other purpose in the Event(s), each of the Undersigned for himself/herself and for his/her personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspected such Restricted Areas and does further warrant that the Undersigned's participation in the scheduled Event(s) and entrance upon the Restricted Areas, constitutes an acknowledgment that the Undersigned has inspected the Restricted Areas, and that it is safe and reasonably suited for the purposes of the RACING PROGRAM, and further agrees and warrants that if, at any time, the Undersigned is in or about Restricted Areas and feels anything to be unsafe, the Undersigned will immediately advise the Officials of such unsafe condition(s) and will leave the Restricted Areas.
2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, participants, any persons in the Restricted Areas, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Event is conducted, premises inspectors, Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or Event(s), and each of them, their officers, directors, agents, and employees, all for purposes herein referred to as "RELEASEES," from all liability to the Undersigned, the Undersigned's personal representatives, assigns, heirs, and next of kin FOR ALL LOSS OR DAMAGE SUSTAINED BY THE UNDERSIGNED, AND ANY CLAIM OR DEMANDS RESULTING THEREFROM, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Undersigned is in or upon the Restricted Areas, and/or competing, officiating, observing, working for, or for any purpose participating in such Event.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Restricted Areas, or in any way competing, officiating, observing, or working for, or for any purpose participating in the Event, and whether caused by the negligence of the Releasees or otherwise; and
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in or upon the Restricted Areas, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event(s);
5. EXPRESSLY acknowledges that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. FURTHER expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

**I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, ORAL OR WRITTEN, AND INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

PARTICIPANT SIGNATURE	PRINTED NAME	PARTICIPANT SIGNATURE	PRINTED NAME
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7266 Airport Road, Starke FL 32091

<b>SIGNATURE &amp; TITLE OF WITNESS</b>	<b>ADDRESS</b>	<b>DATE</b>
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# "EVENT" PARENTAL CONSENT

FOR

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

(this form is for Minor participants only)

8th Annual Krawl'n For The Fallen

November 10-12, 2023

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### Description of Location of Event

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### Date(s) of Event

I, **THE UNDERSIGNED PARENT/GUARDIAN**, in consideration of my minor child being permitted in RACING PROGRAMS to enter, for any purpose, the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn-out area, approach area, shut-down area, all walkways, concessions, and other appurtenant areas where any activity related to the event shall take place or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or for any purpose participate in the event in any way, I acknowledge the following:

1. I am aware of the nature of the Event(s) and am also aware of the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact, AND IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) the activities of the event(s) are VERY DANGEROUS, and participation in the Event(s) and/or entry into Restricted Areas involve risks and dangers of SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, or DEATH ("Risks"); (b) these Risks and dangers may be caused by the Minor's 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 "RELEASEES" NAMED BELOW; (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 the Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's 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 IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Areas, sponsors, advertisers, owners and lessees of Premises on which the event is conducted, premises inspectors or event inspectors, surveyors, underwriters, consultants, and other persons or entities who give recommendations, directions, instructions, or engage in risk evaluation or loss control activities regarding the premises or Event(s), and each of them, their officers, directors, agents, and employees, all for the purposes herein referred to as "Releasees," from all liability to me, the minor, my and the Minor's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ASSOCIATED THEREWITH, including, but not limited to, death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the Releasees named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS any of the Releasees 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. I sign this agreement on my own behalf and on behalf of the Minor participant.

I HAVE READ THIS PARENTAL CONSENT FOR RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND THAT BY SIGNING IT, I AM GIVING UP SUBSTANTIAL RIGHTS TO WHICH I AND/OR THE MINOR MIGHT OTHERWISE BE ENTITLED TO RECOVER DAMAGES FOR LOSSES SUSTAINED AS A RESULT OF THE RELEASEES' NEGLIGENCE. I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, ORAL OR WRITTEN, 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.

I HAVE READ THIS RELEASE

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Signature of Parent or Legal Guardian

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Printed Name of Parent or Legal Guardian

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Birth Date of **Minor**

I HAVE READ THIS RELEASE

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Signature of Minor Participant

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Printed Name of Minor Participant

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Pit Pass #

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Signature of Witness

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Printed Name of Witness

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Date