

RELEASE, WAIVER AND INDEMNITY AGREEMENT

In consideration being permitted to compete, officiate, observe, or participate in the event organized by Open Track Events, LLC located at _____ on _____, 20__ (hereinafter "Event") by the undersigned, the undersigned for himself/herself, his/her personal representatives, heirs and next of kin, acknowledges, agrees and represents that he/she will hold harmless by Open Track Events, LLC, any of its owners including but not limited to Jonathan Sexton and/or his agents or assigns, any event sponsors (hereinafter "Releasee") and further covenants as follows:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, Releasee his agents or employees, and each of them, from all liability to the undersigned, his/her personal representatives, assigns heirs and next of kin for any and all loss and damage and any claim or demands therefore on account of injury to the person or property, even if resulting in death, of the undersigned, whether caused by the negligence of the Releasee, the undersigned, other drivers, or emergency personnel or which arises out of, or in any way whatsoever, is related to or resulting from the Event.

2. HEREBY AGREES TO INDEMNIFY, SAVE, HOLD HARMLESS AND DEFEND the Releasee, his agents or employees, and each of them, from any loss liability, damage, cost, expense (including without limitation, actual attorney fees), claim, demand, judgment or other action, whether pending or threatened, which may arise out of, or in any way whatsoever, be related to or resulting from the Event.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of the Releasee or his agents or employees, the undersigned, other drivers, or emergency personnel or that which may arise out of, or in any way whatsoever, be related to or resulting from the Event.

4. HEREBY AGREES to continuously inspect for any conditions or obstructions that could present a danger to any person or property and report same to Releasee immediately upon their discovery. The undersigned hereby acknowledges that Releasee is under no obligation to inspect the driving surface or equipment of other participants for safety hazards.

5. HEREBY WARRANTS that their vehicle and equipment is in acceptable condition and does not present a danger to any other participant or to Releasee, his agents or employees. The undersigned agrees to indemnify and defend Releasee, his agents or employees from any damage or injury caused by the undersigns failure to properly maintain their vehicle or equipment. Hereby acknowledges that Releasee has not and will not inspect the vehicle for safety and is solely relying on participant to do same and participant shall indemnify Releasee for failure to operate a safe, operational, fully secure vehicle and/or any other action leading to loss by Releasee.

The undersigned expressly acknowledges and agrees that the Event operated by Releasee could be dangerous and may involve the risk of serious injury and/or death and/or property damage and the undersigned warrants that they have provided themselves with all necessary and advisable safety equipment. The undersigned acknowledges that Releasee make no warranties as to the quality, maintenance or usability of the driving surface used in the Event. The undersigned acknowledges that Releasee is not responsible for providing any emergency services or vehicle towing. The undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned hereby agrees to follow all instructions given by Releasee, his agents or employees and agrees that they will not participate in any manner that would possibly lead to bodily injury, death or property damage by the undersigned, Releasee, Releasee's agents and employees, or other drivers. The undersigned hereby warrants that they are properly licensed to operate a motor vehicle, that they have sufficient automobile insurance and are at least 18 years of age.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature:

Printed Name:

Date: