

# PARTICIPANT LIABILITY WAIVER

On the date of (Date) \_\_\_\_\_

In consideration of being allowed to participate in the EVENT:

I (Driver's Name) \_\_\_\_\_ accept and understand that I am participating in a high performance driving event with Revvolution-Shift-S3ctor.

I (Driver's Name) \_\_\_\_\_ accept and understand that I am a licensed and insured driver and I am comfortable driving at speeds potentially exceeding 100+ MPH on a closed course.

I (Driver's Name) \_\_\_\_\_ accept and understand that this is a high performance driving event that may result in PERSONAL INJURY OR DEATH to myself or others.

I (Driver's Name) \_\_\_\_\_ accept and understand that I will be LIABLE and RESPONSIBLE for ANY DAMAGE I cause to the property and may be REQUIRED TO PAY any and all costs of repair.

I (Driver's Name) \_\_\_\_\_ accept and understand that I ASSUME MY OWN RISK and WAIVE MY RIGHT TO SUE Shift-S3ctor LLC, Revvolution LLC, Revvolution Shift-S3ctor LLC, Board of Aviation Commissioners for the Marion Municipal Airport - Indiana, the City of Marion - Indiana, as well as any and all affiliates thereof including, but not limited to, venue owners and operators, sponsors, media, other third parties regardless of role or capacity, as well as any agents, employees, or representatives thereof, from any and all liability, claims, losses, demands, damages, costs and expenses, including attorney's fees, arising out of or resulting from injury to my own person or damage to my own property, including that caused by negligence, which may arise during my participation in this event.

Signed in good faith: (Driver's Signature) \_\_\_\_\_

## Driver's Vehicle

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ Horsepower (crank): \_\_\_\_\_

By self-inspecting your vehicle, you are agreeing to be liable for your own vehicle. Everything must be checked in order to protect the safety of yourself, your vehicle, as well as the safety of others. Accidents can happen quickly. Lug nuts and brakes should be checked before and after every run. If it is determined that the cause of an accident was based upon the negligence of your vehicle inspection, you will be removed from the event and will face potential consequences. Once you have finished inspecting your vehicle, after you have completely checked each and every item on this form in good faith, it is necessary to print and sign at the bottom of this page. You must bring this form to the event with you on the day of the event. If you do not, you must do another full inspection on the morning of the event and could miss important information and run time. Be safe and thank you for your assistance in the smooth and safe running of this event. This form must be filled out within 48 hours of the event.

**Place a check once a box is true and inspected, write NO if it is not true:**

### Engine:

Battery is secured

Throttle return spring is tight

No fluid leaks

Radiator overflow is safe

Battery secured-Terminals Covered

### Suspension:

Wheel hubs and bearings have no play

Spring and shock bolts are tight

Sway bar bolts are tight

No unusual steering play

All wires and hoses are secured

### Wheels/Tires:

All lug nuts are tight/torqued

Sufficient tread (more than 2/32's)

Good condition (no tears or cords showing)

No defects (such as flat spots)

No severe cracks in spokes

### Brakes

Tail lights work correctly

Lines secured

Rotors good shape - not cracked or warped

No leaks

Pads more than 5mm left

### Safety:

Approved helmet (Snell2010 or better)

Pants

Close-toed Shoes

Cotton shirt (preferably long sleeve)

Seats and seatbelts secured

### Body

Body Panels secured

Gas cap secured

Tow hook or suitable tow point established

- **Seatbelts** (check one)

OEM 3 Point  4,5, or 6 Point

I agree, in good faith, to the above information and that it is accurate and correct.

Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
(Name) Relationship Phone Number

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY

BY SIGNING THIS DOCUMENT YOU ARE DECLARING YOU HAVE READ AND UNDERSTOOD THAT YOU ARE WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ANY AND ALL PARTIES ASSOCIATED WITH THIS EVENT.

EVENT: Airstrip Attack LOCATION: Marion, Indiana DATE(S): August 17th and 18th, 2019

RELEASEES: Shift-S3ctor LLC, Revvolution LLC, Revvolution Shift-S3ctor LLC, Board of Aviation Commissioners for the Marion Municipal Airport - Indiana, the City of Marion - Indiana, as well as any agents, employees, or representatives thereof.

In consideration of being allowed to participate in the EVENT, I hereby agree to the following:

- 1. I accept and understand that there is a serious risk of injury and death in being present at any motorsports event, especially one such as this EVENT, whether as a participant, spectator, worker, media member, or otherwise; and
2. I accept and believe I am physically, emotionally, and mentally able to be present at this EVENT; and
3. I accept and understand that I must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of my role; and
4. I accept and understand I am solely responsibility for my own personal safety, and the personal safety of any MINORS accompanying me; and
5. I accept and understand I may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, AND ANY AND ALL SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN THAT MY SIGNING OF THIS DOCUMENT CONSTITUTES:

- 1. AN ABSOLUTE ASSUMPTION OF ANY AND ALL RISKS associated with my presence at the EVENT [regardless of my role as a participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the Releasees, as defined above, or agents thereof, or any persons present, associated with, or participating in the EVENT in any capacity; and
2. A FULL RELEASE OF LIABILITY AND WAIVER OF ALL CLAIMS that I may have now, or in the future, against the Releasees as well as any person(s), entities or organization(s) associated in any way with the EVENT including the venue owners and lessees, promoters, track operators, sponsors, advertisers, car owners and other participants, rescue personnel, event staff, underwriters, or consultants from any and all liability for any and all losses, damages, costs, expenses, including attorney's fees, that I may suffer as a result of my presence at the EVENT, in any capacity, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, damages, of any form or type, however caused, whether directly or indirectly from my participation in any aspect(s) of the EVENT; and
4. AN AGREEMENT TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, that may be incurred due to any claim made against them, either as individuals or as a whole, by me or my behalf, or that of my estate, whether the claim is based on the negligence of the Releasees or otherwise as stated above.
5. AN AGREEMENT that this document be construed to the fullest extent permitted by law, and be GOVERNED BY THE LAWS, and in the courts, of the STATE IN WHICH THE EVENT OCCURS.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY SPOUSES, HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND NEXT OF KIN MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY

Print Name

Signature