

# **PASSENGER WAIVER:**

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

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, IN

DATE(S): August 17<sup>th</sup> and 18<sup>th</sup>, 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 and RIDE ALONG AS A **PASSENGER**, I hereby agree to the following:

1. I accept and understand that there is a serious risk of injury and death in riding as a passenger 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 ride as a passenger 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 responsible 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 RIDE-ALONG in a vehicle at the EVENT [regardless of my role as participant, spectator, worker, media member, or otherwise] even as a result of the negligence of the DRIVER, 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 Driver, 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 RIDE-ALONG 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 DRIVER AND/OR RELEASEES.**

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

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