



**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE INDIVIDUAL RECEIVING A JR MOTORSPORTS SHOP TOUR, WITH THE ASSISTANCE OF JR MOTORSPORTS, LLC ("JRM"), IN CONSIDERATION FOR BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the shop area, truck bay area, and all walkways, and other areas appurtenant to any area where any activity related to the EVENT(S) shall take place). THE RECIPIENT acknowledges and agrees that he/she has or will be given a shop tour by an authorized JR Motorsports employee. THE RECIPIENT for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the EVENT(S), constitutes an acknowledgement that he/she has inspected such restricted areas and he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and will not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE JRM, ITS DRIVERS, PIT CREWS, SPONSORS, THEIR PARENTS, SUBSIDIARIES, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES," FROM ALL LIABILITY to the recipient, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the recipient, whether caused by the negligence or gross negligence of the "RELEASEES," or otherwise while the recipient is in or upon the restricted area, and/or competing, observing, working for, "or for any purposes participating in the EVENT(S);
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" and each of them from any loss, liability, damage, or cost they may incur due to the presence of the recipient in or upon the restricted area or in any way competing, observing, or working for, or for any purpose participating in the EVENT(S) and whether caused by the negligence or gross negligence of the "RELEASEES" or otherwise;
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OR GROSS NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the restricted area, and/or while observing, or working for, or for any purpose participating in the EVENT(S). THE RECIPIENT also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES."

THE RECIPIENT expressly acknowledges and agrees that the activities of the EVENT(S) at JR Motorsports, LLC are very dangerous and involve the risk of serious injury and/or death and/or property damage and that his/her heirs and next of kin have been so advised. THE RECIPIENT further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by law of the Province or State in which the EVENT(S) is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect

All rights and obligations of the JR Motorsports Shop Tour are specific to the individual executing this Agreement.

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

SIGN HERE:

\_\_\_\_\_  
 RECIPIENTS LEGAL SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 PRINT STREET ADDRESS

\_\_\_\_\_  
 MINOR if applicable (under age of 16)

\_\_\_\_\_  
 PRINT CITY, STATE

\_\_\_\_\_  
 ZIP CODE

\_\_\_\_\_  
 MINOR if applicable (under age of 16)

\_\_\_\_\_  
 PRINT EMAIL ADDRESS (optional)

\_\_\_\_\_  
 MINOR if applicable (under age 16)