

TRACK EVENT AGREEMENT AND RELEASE OF LIABILITY

Raceway, Date _____, 20____

This document contains a release of all claims for property damage, personal injury and death. Please read and consider it carefully before signing.

I AM AWARE THAT OPERATING A VEHICLE ON A RACE TRACK IS A DANGEROUS ACTIVITY INVOLVING RISKS OF SERIOUS PERSONAL INJURY AND DEATH, AND I AM VOLUNTARILY PARTICIPATING IN TRACKMASTERS RACING'S TRACK EVENT ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH. _____ **Initial**

As an event participant and/or guest, **I HEREBY ACKNOWLEDGE AND AGREE:** that I have asked to participate in a private track event managed by TrackMasters Racing the aforementioned Race Track.

IN CONSIDERATION of being allowed to participate in the event and use of the race track facilities, I hereby agree to assume all risks permitted by law and I agree for myself and on behalf of my heirs, guardians, legal and personal representatives and assigns to make no claim, or sue, or otherwise prosecute Gale Motorsports Inc., TrackMasters Racing, Doug Gale, or his family or representatives, or any affiliated organizations, participants, employees, agents, officers, directors, owners, successors, or assigns, for any injury, damages, or death resulting from negligence or any other cause, upon or as a result of my participation in the TrackMasters Racing event. Further, I hereby release and forever discharge Doug Gale and his family, any affiliated organizations, participants, employees, agents, officers, directors, owners, successors and assigns from all liability, actions, claims, and demands for myself and on behalf of my heirs, guardians, assigns, legal and personal representatives, that may hereafter exist for any injury, property damage or death whether from negligence or howsoever caused or resulting in any manner upon or from my participation in the TrackMasters Racing event. I further agree that this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion hereof is held invalid, the balance shall continue in full legal force and effect. _____ **Initial**

VEHICLE PREPARATION - I attest that I have inspected the mechanical condition of my vehicle to be used at the track event and deem it to be safe, free of any fluid leaks and mechanically sound. I also understand and agree that the operational condition of my vehicle is my responsibility solely, and that if damages, injuries, or deaths occur as a result of my vehicle's condition and/or mechanical failure(s), Gale Motorsports Inc., TrackMasters Racing and Doug Gale are not responsible. It is my responsibility as a participant to determine if I am qualified to inspect and certify that my vehicle is safe to operate on a race track. If I am not capable or qualified, then I understand and agree that it is my responsibility to hire a qualified mechanic to conduct a safety inspection and certify that my vehicle is safe for race track operation. My submission of the TrackMasters Racing 'Tech Inspection Summary' further certifies that I understand and agree to these terms. _____ **Initial**

SAFETY AND PROPERTY DAMAGE - I understand that TrackMasters Racing does **not** guarantee the safety of any participant, nor does TrackMasters Racing assume responsibility for the actions of any participant or staff member during the track event. As a participant, guest, or observer, I also agree to and accept full financial responsibility for any damages I or my vehicle may cause to the facility or another participant's property. _____ **Initial**

INSURANCE - TrackMasters Racing does **not** provide medical or vehicle insurance. As a participant, guest, or observer, I agree to provide my own medical, vehicle, and property damage insurance. _____ **Initial**

WEATHER - TrackMasters Racing events may operate regardless of weather. Participants are **not** required to participate in any fashion, under any weather conditions whatsoever. When, and/or whether to participate is left entirely to the judgment of the participant and they assume all risk of injury and/or property damage to themselves and other participants. _____ **Initial**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A COVENANT NOT TO SUE AND RELEASE OF LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT AND IS A CONTRACT BETWEEN MYSELF AND GALE MOTORSPORTS INC. & TRACKMASTERS RACING FOR THE BENEFIT OF DOUG GALE AND ANY AFFILIATED ORGANIZATIONS, PARTICIPANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS IN WHICH I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY SIGNING THIS AGREEMENT.

Signature: _____ (signed at the event on the day of the event)

Printed Name: _____ Date: _____

TMR Witness: _____ (signed at the event when submitted)

Printed Name: _____ Date: _____