

## **RELEASE OF LIABILITY**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, as of \_\_\_\_\_ [**Instructions: Insert the date**] hereby execute this Release of Liability (the “Release”) to document my consent to participation in any activity associated with any possible sponsorship including, but not limited to motorsport riding, racing, practice, spectating, etc. (the “Activity”) with River Rat Motorsports, LLC (“Company”), of 1030 Highway 95, Bullhead City AZ 86429, upon the terms and conditions set forth herein.

### **1. INFORMED CONSENT**

I certify that I am physically capable of participating in the Activity and have informed Company there are NO medical or health conditions that I may have that may affect my ability to safely participate in the Activity. I agree to terminate my sponsorship should I experience any of the conditions that could increase risk of injury as a result of the Activity or if I am aware of any reason why I should not partake in the Activity. I have been informed and understand that the Activity has been associated with certain risks, including but not limited to, severe physical injury or death to myself and well as the destruction of my vehicle. I will make every effort to minimize these risks. I fully understand that Company does not provide any medical insurance coverage for me while participating in the Activity sponsored by the Company.

### **2. RELEASE**

I, and my heirs, personal representative or assigns, knowingly, willingly and voluntarily release, waive, discharge and relinquish any and all claims, actions and lawsuits of any kind against Company and Company’s officers, employees, and agents, including the negligence of Company and Company’s officers, employees, and agents resulting in personal injury, accidents, or illnesses (including death) and property loss, relating to, arising from, but not limited to, my participation in the Activity.

### **3. ASSUMPTION OF THE RISK**

Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The known risks of participating in the Activity may include, without limitation, severe physical injury or even death. I acknowledge that participating in the Activity is an inherently dangerous activity and I know, understand, and appreciate these and other risks that are inherent in the Activity. I hereby assert that my participation is voluntary and that I knowingly, willingly and voluntarily assume any and all risks associated with the Activity, whether known or unknown, foreseeable or unforeseeable, specifically including but without limitation, the risk of physical or mental or emotional injury, minor or severe bodily harm, illness, and/or death.

### **4. INDEMNIFICATION**

I agree to indemnify and to forever hold harmless Company and Company’s officers, employees, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages and

liabilities, including attorney's fees, brought as a result of my involvement in the Activity or my breach of any covenant contained herein and to reimburse Company and Company's officers, employees, and agents for any such expenses incurred.

**5. ACKNOWLEDGEMENT**

I have read this Release prior to signing and fully understand its contents. I understand that the Company will incur substantial expense in relying upon this Release. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I intend this Waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law. I am at least eighteen (18) years of age, or, if under eighteen (18) years of age, my parent or guardian has executed the below Minor Consent and Release Authorization.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Date: \_\_\_\_\_

**MINOR CONSENT AND RELEASE AUTHORIZATION**

I represent and warrant that I am the parent or guardian of the minor whose name appears above. I acknowledge that I have read the foregoing Release and am familiar with each and all of the terms contained therein. I am satisfied that the Release is fair and equitable, and I hereby give my express consent to its execution by my child/ward and will not revoke my consent at any time. I hereby release Company and Company's officers, employees, and agents from any claims and/or causes of action I may have against them of any nature whatsoever. I hereby fully and unconditionally guarantee the performance of my child's/ward's obligations and the grant of rights in and to the results and proceeds of my child's/ward's activities as set forth above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Date: \_\_\_\_\_