



# WAIVER AND RELEASE FORM

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ (home) \_\_\_\_\_ (cell)

EMAIL \_\_\_\_\_

**PLEASE READ CAREFULLY BEFORE SIGNING:** All participants must sign this document. Any participants under age 18 (sometimes referred to as "minor") must have a parent or legal guardian sign. Minors may not be permitted to perform certain activities. Your signature on this document confirms that you desire to participate in the promotional activity (the "Activity") and that you agree to the statements contained in this document. You acknowledge and understand that the nature of the activities that you may engage in may involve physical activity, contact with unidentified and/or unfamiliar persons, risk of physical injury to you or others, damage to your property, or other consequences which might result from your own actions and/or the actions, inactions or negligence of others, the rules of the Activity, condition of the premises, weather conditions, or condition of any of the equipment used in connection with the Activity. There may also be other risks not known or reasonably foreseeable. Knowing this, and in full consideration of being allowed to participate in the Activity, you agree to the following statements:

1. I am physically and mentally able to engage in the Activity. Should I be requested to perform an activity that I am not physically or mentally capable of performing, I will so advise the person making the request.
2. On behalf of myself, my heirs, executors, administrators, next of kin, successors and assigns, and anyone else who might sue on my behalf, I HEREBY RELEASE AND FOREVER DISCHARGE Bristol Motor Speedway, LLC, Speedway Motorsports, Inc., NASCAR, their parent, subsidiary and affiliated companies, along with their employees, agents, directors, officers, servants, successors, heirs, executors, administrators, vendors, independent contractors, sponsors, medical care providers, event producers, law enforcement agencies, governmental entities, and all other persons, firms, corporations, associations or partnerships (collectively the "Released Parties") of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, both economic and non-economic, for death, personal injury, or property damage, (collectively "Claims") which may arise of, result from, or relate to my participation in the Activity, including travel to/from the Activity or Event, including but not limited to any Claims for theft, damage to any equipment, negligence, permanent disability, Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Event site or elsewhere), and any Claims for medical or hospital expenses.
3. I assume any and all risks for injury to person or property, or any other consequence arising out of my participation in the Activity, including travel en route to and from the Event. I HEREBY WAIVE AND RELEASE MY LEGAL RIGHTS TO SUE FOR ANY INJURY OR OTHER DAMAGE ARISING OUT OF OR RESULTING FROM MY PARTICIPATION IN THE ACTIVITY. I further agree to indemnify and hold harmless the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them, including but not limited to attorney fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by this Release Agreement, and my actions or inactions which cause injury, harm or damage to another person.
4. I acknowledge that photographs, video recordings, television broadcasts, radio broadcasts and audio recordings may be made and broadcast into the world in connection with this Activity, and I agree to allow my photograph, likeness and/or voice to be used in any documentary, promotional (including advertisements), television, radio or film coverage in connection with the Event or Activity without compensation or further notice, and I agree to assign all copyright or other interests therein to BMS.
5. In the event I am unable to do so on my own because of an injury, I consent to administration of first aid and any other medical treatment deemed appropriate in the event of injury and agree to pay the costs of any such treatment.
6. The parent or legal guardian who signs the Release Agreement on behalf of a minor, incapacitated and/or mentally challenged person, hereby acknowledges that he/she has the legal capacity and authority to act on behalf of said person to legally bind said person to the Release Agreement. The parent or legal guardian who signs this Release Agreement agrees to indemnify and hold harmless the Released Parties from any and all expenses incurred, Claims made, or liabilities assessed against them as a result of any insufficiency of legal capacity or authority to act on behalf of said person in the execution of the Release Agreement.
7. If any provision of this Release Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement, and shall not affect the validity and enforceability of any remaining provisions.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*IF SIGNING ON BEHALF OF A MINOR, INCAPACITATED AND/OR MENTALLY CHALLENGED PERSON, PLEASE IDENTIFY THE PERSON ON WHOSE BEHALF YOU ARE SIGNING AND YOUR RELATIONSHIP TO HIM/HER.*

NAME OF PERSON FOR WHOM SIGNING \_\_\_\_\_ AGE \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

RELATIONSHIP TO PERSON SIGNING \_\_\_\_\_