RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)                                      DATE RELEASE SIGNED
IN CONSIDERATION of being permitted to compete, or officiate, observe, work for, or participate in any way in SCCA OR SCCA PRO SANCTIONED EVENTS and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), I, for myself, my personal representatives, heirs, and next of kin:

1. State that I am a driver, mechanic, pitcrew or other team member, or other participant engaged in racing, and I am not participating in the EVENT(S) or entering the RESTRICTED AREA for recreational purposes.

2. Acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS. The undersigned further affirms that he/she has not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to COVID-19) within the past thirty days.

3. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those whom I interact of exposure, directly or indirectly, to communicable disease(s), viruses, bacteria, pathogens including but not limited to the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, “COVID-19” and/or any mutation or variation thereof;

4. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as “Releasees,” FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY OR ILLNESS TO THE UNDERSIGNED’S PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur due to claims brought against the RELEASEES arising out of or related to THE UNDERSIGNED’S INJURY, ILLNESS OR DEATH FROM THE EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

7. HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I, THE UNDERSIGNED, also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

8. HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are 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.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE       SIGN NAME HERE       MEMBER#       DUTIES
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE
I HAVE READ THIS RELEASE

SCCA MEMBER WITNESS       SCCA MEMBER NUMBER       DATE
SCCA Adult NY Event CL-29 09/2020