

WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE NORTH EASTERN WISCONSIN MOTORSPORTS, the promoter, participants, racing association, track owner, track operator, landowner and each of them their officers and employees, and volunteer workers, all for purposes herein referred to as RELEASES, from all liability to the Undersigned, his personal representatives, assigns, heirs and next of kin for 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 Undersigned, whether caused by the negligence of Releases or otherwise while the Undersigned is upon the Race Area, and:
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or about the Race Area and whether caused by the negligence of the Releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releases or otherwise in or upon the restricted area, and/or competing, officiating, observing, or working for, or for any purpose participating in any NEW Motorsports Ltd sanctioned event.
4. ACKNOWLEDGES AND AGREES THAT THE ACTIVITIES OF THE EVENT ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.

The Undersigned expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the state in which the race 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 effort.

The Undersigned warrants the following statements are true and correct and understands that the Releases have relied on them in entering into the foregoing Release, Waiver and Indemnity Agreement and in giving the Undersigned permission to enter the Race Area:

1. No oral representation, statements or inducement apart from the foregoing written agreement have been made.
2. He or she is sixteen or more years of age
3. HE OR SHE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT.

PRINTED NAME: _____ DATE: _____
SIGNATURE: _____