

**Lake Garnett Grand Prix Revival Incorporated**  
Liability Release, Waiver, Discharge and Covenant Not to Sue

***This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made by me, as Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, next of kin, and assigns, to the Lake Garnett Grand Prix Revival Incorporated ("Organizers") and to the Releasees (as defined below). (Hereinafter the terms "I" or "me" shall include Releasor's parents or guardian, if Releasor is under 18 year of age.)***

I fully recognize that there are dangers and risks to which I may be exposed by attendance at, participating in or driving a car at the Lake Garnett Grand Prix Revival (the "**Activities**") that may result in **serious, permanent bodily injury or death to me or damage to my car**. The Organizers do not require me to participate in the Activities but I want to do so despite the possible **serious, permanent bodily injury or death to me or damage to my car**, and despite this Release. **I personally assume all of the dangers and risks in any way arising from or associated with the Activities**, and **I release** the Organizers, the promoters, participants, racing associations, sanctioning organizations or any affiliate, subsidiary or subdivision thereof, track operators, track owners, officials, car drivers, rescue personnel, sponsors, advertisers, owners and lessees of the premises used to conduct the Activities, and all of their affiliates, committees and groups, and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively "**Releasees**"), **from any and all claims**, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether caused by their negligence or otherwise, whether known or unknown, contingent or fixed, foreseeable or unforeseeable, at law or in equity, that I may suffer at any time arising from or associated with the Activities **including, without limitation, any injury or harm to me, my death, or damage to my property** (collectively "**Liabilities**"), and **I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities**.

**I assume full responsibility for any risk of bodily injury, death or property damage in any way arising from or associated with the Activities, whether caused by the negligence of the Releasees or otherwise.** I recognize that this Release means **I am giving up, among other things, all rights to sue Releasees** for Liabilities I may incur. This Release binds me and my heirs, executors, administrators, legal representatives, next of kin, and assigns. **I have adequate medical and health insurance to cover any medical assistance I may require. I agree not to participate in the Activities unless I am medically and physically able**, and I agree to abide by the decision of the Organizers official or agent regarding my approval to participate in the Activities.

While the Activities are dangerous and risky, **the Activities are not an ultrahazardous activity** for which one can be held strictly liable, nor are the Activities ones that serve the public good or are in the public's interest. Rather, the Activities are recreational activities in which I am participating voluntarily for my own enjoyment.

I agree that the Organizers may use photos/videos taken during the Activities which may include my images in print or digitally for marketing purposes.

I agree this Release shall be governed for all purposes by the laws of the State of Kansas, without regard to such law on choice of law.

**I have read this entire Release. I have voluntarily signed this Release and I fully understand and consent to the entire Release. I acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire. I agree to be legally bound by the Release. I know that my participation in the Activities can result in serious, permanent bodily injury or death to me or damage to my car.**

\_\_\_\_\_  
(Releasor's Signature)

\_\_\_\_\_  
(Parent or Guardian Signature, if Releasor a Minor)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ DATE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMERGENCY CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_