



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

DESCRIPTION OF ACTIVITY

DATE RELEASE SIGNED

LOCATION OF ACTIVITY

IN CONSIDERATION of being permitted to participate in any way in the ACTIVITY or being permitted to enter for any purpose any RESTRICTED AREA defined as any area requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted (or prohibited), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

- Acknowledges, agrees and represents that he/she have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in or about RESTRICTED AREAS and he/she feels anything to be unsafe, he/she will immediately advise the instructor(s) of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the ACTIVITY.
- HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE, the instructor(s), GIG, GIG MOTORSPORTS LTD., and its affiliates (whether incorporated or unincorporated), as well as their current and former officers, directors, trustees, attorneys, agents, shareholders, and employees (in their individual and representative capacities), participants, sanctioning organizations or any subdivision thereof, any persons in any RESTRICTED AREA, lessees or premises used to conduct the ACTIVITY, premises inspectors, underwriters, consultants, others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or the ACTIVITY, all for the purposes herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND 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 ARISING OUT OF OR RELATED TO THE ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the ACTIVITY whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- HEREBY acknowledges that THE ACTIVITIES ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- HEREBY agrees that the 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, Commonwealth or Province in which the ACTIVITY is conducted and that if any portion thereof is held invalid, it is agree 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
