

## MT. Hood Snowmobile Club Release and Waiver of Liability and Indemnity Agreement Form

THIS FORM MUST BE SIGNED PRIOR TO PARTICIPATION IN ANY Mt. Hood Snowmobile Event.

In Consideration of permission to enter for any purpose any restricted area (herein defined as including but not limited to the racing surface, pit/staging areas, approach area, shut down area and all walkways, concession and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or any purpose participate in any way in any Mt. Hood Snowmobile Clube event, each of the undersigned, for himself, his personnel representatives, heirs and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas and will continuously thereafter, inspect such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purpose of his use, and further agrees and warrants that if, at any time, he is in or about restricted areas and he feels anything to be unsafe, he will immediately advise the officials of such and will leave restricted areas:

- 1. Hereby releases, waives, discharges and Covenants not to sue the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, owners, drivers, pit crews, any persons in restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assignees, 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 the death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for, or for any purpose participating in the event.
- 2. Hereby agrees to Indemnify and Save and Hold Harmless the Releasees and each of them from any loss, liability, damages, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or any purpose participating in the event and whether caused by the negligence of the Releasees or otherwise.
- **3.** Hereby Assumes Full Responsibility for and Risk of Bodily Injury, Death or Property Damage due to the negligence of Releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

Each of the Undersigned expressly 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. Each of the undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the Laws of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balances shall, not withstanding, continue in full legal force and effect.

THE ABOVE NAMED ENTRANT HAS READ AND VOLUNTARILY AGREES TO THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Racer Signature:	Date:
Racer Printed Name and Address:	