

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

This Assumption of Risk, Release and Waiver of Liability (this “**Waiver**”) is being executed and delivered by _____ (“**Participant**”) for the benefit of SWP Performance, LLC (the “**Company**”) as a condition to Participant’s operation of a motor vehicle at _____, located at _____ (the “**Race Track**”), on _____, 20____ (the “**Activities**”).

Participant, individually and on behalf of Participant’s heirs, personal representatives, executors, administrators and assigns, agrees as follows:

1. Participant acknowledges receipt of the agreement entered into by and between the Company and the owner of the Race Track (the “**Owner**”), and agrees to abide by all of the terms and conditions set forth therein to the extent related to conduct at the Race Track or the operation of a motor vehicle at the Race Track.
2. Participant fully acknowledges and agrees that Participant is responsible for Participant’s own behavior while participating in the Activities. Participant fully acknowledges and understands that (a) Participant’s participation in the Activities is completely voluntary; (b) there may be risks and dangers arising from Participant’s participation in the Activities; (c) Participant’s participation in the Activities may result in serious injury or death; and (d) the risks and dangers related to the Activities may arise from foreseeable or unforeseeable causes or dangers. Participant expressly assumes full responsibility for and all risk of personal injury, death or personal property damage that may arise while participating in the Activities, or otherwise arising out of or attributable to the Activities, howsoever caused, whether known, unknown, anticipated or unanticipated.
3. Participant, on behalf of Participant and Participant’s heirs, personal representatives, executors, administrators and assigns, hereby releases, waives, discharges, holds harmless, agrees to defend and indemnify, and covenants not to sue the Owner or the Company or their respective affiliates for any claims for injuries, losses, costs, liabilities, or damages that Participant or Participant’s heirs, personal representatives, executors, administrators or assigns may have against Owner or the Company or their respective affiliates on account of injury to Participant, personal property damage, wrongful death, or otherwise, arising out of or attributable to Participant’s participation in the Activities, howsoever caused, whether known, unknown, anticipated, or unanticipated.

I HAVE READ THIS WAIVER AND I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE ASSUMED OBLIGATIONS BY SIGNING THIS WAIVER AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

Participant Name: _____

Date: _____

Signature: _____

Emergency Contact: _____

Name and Title of

Signer (if applicable): _____
