

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

CVSCC – AutoX @ NW Fairground

May 16, 2021

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in any Chippewa Valley Sports Car Club or CVSCC Racing ("CVSCC") events or activities (EVENTS) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited including but not limited to the competition area and any hot pit area), I, for myself and for my personal representatives, heirs, and next of kin:

- Acknowledge, agree, and represent that I have or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS that I enter and I further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I believe anything to be unsafe, I will immediately advise the officials of such and will leave the RESTRICTED AREA and/or refuse to participate further in the EVENTS. I acknowledge that I may not have the opportunity to inspect any RESTRICTED AREA prior to the event.
- Hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE CVSCC or its zones or regions, the promoters, participants, racing associations, sanctioning or administrative organizations or any affiliated entities thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct the EVENTS, premises and event inspectors, surveyors, underwriters, brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENTS and for each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
- Hereby AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE I may incur arising out of my presence or participation in the EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OR FAULT OF THE RELEASEES OR OTHERWISE.
- Hereby ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENTS whether caused by the NEGLIGENCE OR FAULT OF RELEASEES or otherwise.
- Hereby acknowledge that THE ACTIVITIES OF THE EVENTS ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE

COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

- Hereby agree that this 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 Province or State in which the EVENTS are conducted and that if any portion thereof is held invalid, it is agreed 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.

Signature: _____

Date: _____

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COMMUNICABLE DISEASE EXPOSURE AND INFECTION ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
APPLIES FOR ALL CVSCC ACTIVITIES ONE YEAR FROM MAY 1, 2021 THROUGH MAY 26, 2022

As lawful consideration for my being granted access to this facility or event ("FACILITY"), and being permitted to participate in its activities, including but not limited to being allowed to drive, compete, crew, officiate, spectate, observe, work, volunteer, participate in any way or otherwise be granted entrance to FACILITY for any reason ("ACTIVITIES"), and by signing below, I acknowledge that I have read, understand, and agree to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representatives, heirs and next of kin, agents and principals:

- The novel coronavirus, COVID-19, also known as "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV2") has been declared a worldwide pandemic by governments and public health agencies. SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious. COVID-19 and other communicable, contagious and/or infectious diseases, (collectively, "DISEASE") can be spread by exposure to people or otherwise.
- The unavoidable risk exists that I will become exposed to and/or infected with DISEASE, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition (collectively "AFFLICTED"), whether now known or unknown, from DISEASE.

- No one, including RELEASEES as defined below, can eliminate the risk that I will become exposed to or infected by or otherwise experience DISEASE. I am personally responsible for following the DISEASE mitigation guidelines and restrictions of federal, state/provincial, county or other applicable authority including those of FACILITY. I understand that being AFFLICTED by DISEASE may result from the actions, omissions, or negligence of myself and others, including, but not limited to, RELEASEES as defined below.
- I voluntarily, and knowing the foregoing risks, assume these risks and accept sole responsibility that I may be exposed to and/or AFFLICTED by DISEASE by entering FACILITY or participating in ACTIVITIES. If I choose not to assume these risks, I will neither enter FACILITY nor participate in ACTIVITIES, and by staying at FACILITY I affirm my continuing acceptance of all such risks.
- I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE CVSCC or its zones or regions, FACILITY owners, FACILITY operators, the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, any persons in any restricted area, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct ACTIVITIES, premises and event inspectors, those who clean and maintain FACILITY, concessionaires and vendors, volunteers, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES, and for each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, collectively referred to as "RELEASEES", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, agents and principals FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE INCLUDING EXPOSURE TO DISEASE, THAT MAY RESULT IN ILLNESS, INJURY, DISABILITY AND/OR DEATH. I understand and agree that this release includes claims based on the actions, omissions, or negligence of any RELEASEE whether DISEASE exposure occurs before, during, or after entry to FACILITY and/or participation in ACTIVITIES at FACILITY.
- I hereby agree to INDEMNIFY and SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost (including their attorneys' fees and costs) that I may incur arising out of or related in any manner to my attendance at or participation in ACTIVITIES.
- SEVERABILITY AND ENFORCEMENT. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which ACTIVITIES are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at any FACILITY during dates noted above.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT,

ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE TO ME, AND
INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF
LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT,
DIRECTLY OR INDIRECTLY, TO SUE THE RELEASED PARTIES.

Signature: _____

Date: _____