



QUARTER MIDGETS OF AMERICA, INC.

20__ ADULT ANNUAL MEMBERSHIP RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, VOLUNTARY CONSENT AND INDEMNITY AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to become a 20__ **member** of the Quarter Midgets of America, Inc. (hereinafter the "QMA") and to participate in any and all motor racing events sanctioned, promoted, and/or operated by the QMA at any and all facilities throughout the 20__ **season (January 1, 20__ through December 31, 20__)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my ability to enter into or upon any **RESTRICTED AREA** (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION:** Acknowledges, agrees and represents that immediately upon entering any **RESTRICTED AREA**, the **UNDERSIGNED** shall and shall continuously thereafter, inspect every area of the **RESTRICTED AREA** which the **UNDERSIGNED** enters, and the **UNDERSIGNED** further agrees and warrants that, if at any time, the **UNDERSIGNED** is in or about any part of the **RESTRICTED AREA** and feels anything to be unsafe, the **UNDERSIGNED** will immediately advise a representative, employee or agent of QMA and the owner or operator of the **RESTRICTED AREA** of such, and if necessary will leave the **RESTRICTED AREA** and/or refuse to participate in the **EVENTS**.

2. **WAIVER AND RELEASE:** Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the QMA, the operators, organizers, sponsors, and hosts of the **EVENTS**, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the **EVENTS** (hereinafter collectively "**RELEASEES**"), **FROM ALL LIABILITY** to the **UNDERSIGNED** 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 **UNDERSIGNED**'s participation in any way in the **EVENTS** and/or the **UNDERSIGNED**'s presence in or upon the **RESTRICTED AREA** where the **EVENTS** are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the **RELEASEES** (hereinafter "**LIABILITY**"). The **LIABILITY** encompasses, but is not limited to, active or passive conduct, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, **LIABILITY** concerning the ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the **EVENTS**.

3. **MEDICAL CONSENT AND RELEASE:** Hereby specifically **AUTHORIZES AND CONSENTS TO** **RELEASEES** providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the **EVENTS** or during the **UNDERSIGNED**'s presence in or upon the premises, facilities, and locations where the **EVENTS** are or will be taking place. **UNDERSIGNED** expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all **LIABILITY** arising therefrom.

4. **EXPRESS ASSUMPTION OF RISK:** Hereby acknowledges that the **ACTIVITIES** can be **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the **EVENTS**, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The **EVENTS** will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and **UNDERSIGNED** expressly assumes the risks associated with mixed and varying skill levels and varying equipment. **UNDERSIGNED** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the **EVENTS**, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the **RELEASEES**. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the **EVENTS** and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the **EVENTS**. **UNDERSIGNED** hereby expressly assumes all such risks and dangers whether presently known or unknown. The **UNDERSIGNED**, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the **RELEASEES** or others.

5. **INDEMNITY AND HOLD HARMLESS:** Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the **UNDERSIGNED**'s presence in or upon the **RESTRICTED AREA** where the events are or will be taking place, whether cause by the ordinary **NEGLIGENCE** of the **RELEASEES** or otherwise. **UNDERSIGNED** also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by **UNDERSIGNED** during or in connection with **UNDERSIGNED**'s participation in the **EVENTS**, and/or arising out or **UNDERSIGNED**'s improper, tortious, and/or criminal conduct.

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**READ EVERYTHING ON BOTH PAGES OF THIS DOCUMENT AND
SIGN IT ON PAGE 2 IN FRONT OF AN AUTHORIZED QMA WITNESS OR A NOTARY PUBLIC**

