

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT FOR ALL
IMSA EVENTS**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, volunteer, attend or participate in any way (collectively "Participate") in ANY IMSA organized, sanctioned, promoted, ancillary or related events or activities (collectively "Events") for and during the calendar year 2012 (and any subsequent years I may Participate) 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), on behalf of myself, my personal representatives, heirs, and next of kin:

1. I acknowledge, agree and understand the Events are conducted by IMSA in its capacity as a private member organization and are not a service rendered to the public at large.
2. I 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 which I enter, and further agree and warrant that, if at any time, I am in or about RESTRICTED AREAS and I feel anything to be unsafe, I will immediately advise the officials of same and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
3. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE IMSA, its parent, subsidiaries, or any affiliated entities, including, but not limited to, any other racing associations or series, sanctioning organizations or any affiliated entities thereof, track operators, track owners, participants, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners, vendors, lessors, and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and for each of them, their directors, officers, agents and employees, (all of which are hereinafter collectively referred to as the "Releasees"), FROM ALL LIABILITY TO ME, my personal representatives, executors, administrators, trustees, guardians, successors, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF (directly or indirectly) OR RELATED (directly or indirectly) TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I HEREBY AGREE TO INDEMNIFY, RELEASE, SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any loss, liability, damage, or cost (including reasonable attorney fees), of whatsoever nature or description, they may incur due to claims brought against the Releasees arising out of my injury or death or damage to my property while I am in the RESTRICTED AREAS and/or while I Participate in the EVENT(S) and whether caused by the negligence of the RELEASEES or otherwise.
5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related (directly or indirectly) to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
6. I HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE POTENTIALLY VERY DANGEROUS and may 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.
7. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I 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 Event(s) is/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.

- 8. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, I HEREBY agree this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, executors, administrators, trustees, guardians, successors, assigns, heirs, and next of kin without limitation and shall be in full force and effect for all EVENT(S) in which I Participate.
- 9. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, this release and waiver of liability, assumption of risk and indemnity agreement shall include in its effect all claims or controversies of whatsoever nature or description, known or unknown, suspected or unsuspected, fixed or contingent arising, directly or indirectly, from the Events in which I Participate. I acknowledge there is a risk subsequent to the execution of this agreement, I may discover, incur or suffer claims which were unknown or unanticipated claims which arose from, are based upon or are related to the Events in which I may Participate, which if known by me as of the date of execution of this agreement would have materially affected my decision to execute this agreement. I acknowledge and agree by reason of my execution of this agreement; I am assuming all risk of all unknown and unanticipated claims and agree my release of the Releasees applies with equal effect to all such claims. I expressly waive whatever benefits I may have under Section 1542 of the California Civil Code (and other similar state statutes to the fullest extent permissible by applicable law), which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This agreement is intended in its effect to include any known, unknown, suspected or unsuspected claims of whatever nature or description.
- 10. I acknowledge, agree and understand that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is not meant in its effect to be violative of applicable law, but, rather, is meant to have in its effect the fullest and most complete release and waiver of liability, assumption of risk and indemnity provisions permissible by applicable law according to the terms and conditions herein set forth. I understand and agree that should the scope of any provision of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement be declared too broad to permit enforcement of such provision to its full extent or otherwise declared too broad to permit enforcement of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, then such provision and this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall not be invalidated but rather enforced to the maximum extent permitted by applicable law.

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 FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW IN EVERY JURISDICTION IN WHICH I PARTICIPATE IN AN EVENT. I ACKNOWLEDGE AND AGREE THAT FAILURE TO WITNESS OR NOTARIZE THIS AGREEMENT SHALL NOT AFFECT ITS VALIDITY.

READ CAREFULLY BEFORE SIGNING

APPLICANT Legal Signature: I HAVE READ THIS RELEASE **Date:** _____

Applicant Printed Name: _____

Date of Birth: _____

Subscribed and sworn to at _____ before me this _____ day of _____ A.D. 20____

SEAL

Signature of Witnessing IMSA Official or Notary Public

_____ County, State of _____

My Commission Expires: _____