



EASTERN SNOCROSS TOUR (ESXT)

WAIVER AND RELEASE OF LIABILITY AGREEMENT

1. I, for myself, my heirs, personal representatives and assigns, hereby release, discharge, and agree to hold harmless and indemnify the promoters presenting these events, the owners and lessees of premises on which these events take place, the participants in these events, the owners, sponsors and manufacturers of all racing equipment upon the premises, and the officers, directors, officials, representatives, agents and employees of all of them, of and from all liability, loss, claims, demands and possible causes of action that may otherwise accrue from any loss, damage or injury (including death) to my person or property, in anyway resulting from, or arising in connection with, or related to this event, and whether arising while engaged in competition or in practice or in preparation therefore, or while preparing to depart the premises, or while upon, entering or departing from said premises, from any cause whatsoever including without limitation the failure of anyone to enforce rules and regulations, failure to make inspections, or the negligence of any persons. I know the risk and danger to myself and property while upon said premises or while participating or assisting in this event, and I do so voluntarily and in reliance, not upon the property, equipment, facilities and existing conditions furnished by others, but upon my own judgment and ability, and I thereby assume all risk for loss, damage or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of others.

2. I expressly understand and agree that upon payment of entry fees required by the promoter/affiliate, I will be entitled only to the benefits provided by the Medical and accidental death insurance program for injuries (including death) I might sustain in this race meets or other events pursuant to the contract between this event and the insurance carrier, and upon presentation of appropriate proofs required. I further understand and agree that the foregoing shall be and constitute the limit of liability for any injuries (including death) to my person or property that I may incur, provided that an appropriate claim shall be filed within thirty (30) days of the incident in order for said claim to be valid.

3. I hereby certify that I assume all responsibility for all charges, premiums and taxes, if any, payable on any trophies, prize money, articles of value, or whatever else may be acquired as a result of my participation in this event, including without limitation, social security taxes, unemployment insurance taxes, workers' compensation insurance, income taxes and withholding taxes. And any other assessments by appropriate governmental authority.

4. I hereby declare that to the best of my knowledge and believe, I, upon oath, state that all statements set forth in this application are true and correct.

IN WITNESS HEREOF, I have here unto set my hand and seal this _____ day of _____, 20____, at _____

I HAVE READ THIS RELEASE

X_____

Applicant's Signature

X_____

Signature of Witness

X_____

Print Name of Applicant

X_____

Print Name of Witness