SXS Sports, LLC. Terms & Conditions

In consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the event(s) 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), each of the undersigned, for him/herself, legal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any of such restricted areas, and will continuously thereafter inspect the restricted areas, which he/she enters, and he/she further agrees and warrants that, if at any time he/she is in or about restricted areas, and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the restricted areas and/or refuse to participate further in the event(s).
2. **Hereby releases, waives, discharges, and covenants not to sue** SXS Sports, LLC., or the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted area, promoters, sponsors, advertisers, owners 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 each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees" **from all liability to the undersigned, his legal representatives, assigns, heirs, and next of kin 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 event(s), whether caused in whole or in part by any negligence of the Releasees or otherwise.**
3. **Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the event(s) whether caused in whole or in part by any negligence of the Releasees or otherwise.**
4. **Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event(s) whether caused by the partial or sole Releasees or otherwise.**
5. Hereby agree to waive any and all rights of recovery against the Releasees named above whether loss or damage is covered by insurance or not. This shall constitute a waiver of subrogation.
6. Hereby acknowledges that the activities of the event(s) are very dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.
7. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of partial or sole 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 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. Hereby agrees that photographs, video and audio productions and telecasts may be made of the undersigned either alone or together with others, during the race event or at such times or places as SXS Sports, LLC. and or affiliate shall designate. The undersigned agrees that all rights in such photographs, video and audio productions and telecasts including, but not limited to, rights of sale, reproduction, use and distribution shall belong to SXS Sports, LLC. and or a SXS Sports, LLC. affiliate its successors or assigns, which may make whatever use of such photographs, video productions and telecasts as it or they may desire. The undersigned hereby grant to SXS Sports, LLC. and or an SXS Sports, LLC. affiliate, its successors and assigns the non-exclusive right to use the undersigned's name or likeness for any and all commercial benefit and purpose, without limitation in perpetuity, throughout the universe, in all media, whether known or unknown.
9. **Hereby agrees to indemnify and hold harmless SXS Sports, LLC. and or an SXS Sports, LLC. affiliate, and their respective directors, agents, licensees, employees, successors and assigns from and against all claims, liability, loss or expense, including reasonable attorney's fees, which may result from the use of the above.**
10. Hereby agrees that no good, item, or product ("Product") of any form or type shall be sold, displayed, conveyed, distributed, handed out, gifted, or given to any other SXS Sports, LLC. member, patron or guest without the prior written consent of SXS Sports, LLC.

I have read this release and waiver of liability, fully understand its terms, understand that I have given up substantial right by proceeding forward and have accepted it freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend that this agreement is to be a complete and unconditional release of all liability to greatest extent allowed by law.

Signature	Printed Name	Date