



ON-TRACK WAIVER OF LIABILITY: CIRCLE DRAG PASSENGER

**ATTENTION: ALL PASSENGERS MUST COMPLETE THIS FORM PRIOR TO PARTICIPATING
YOU MUST BE 18 YEARS OF AGE OR OLDER TO PARTICIPATE!**

Name _____ Telephone No. _____ Age: _____

- ALL PARTICIPANTS MUST BE 18 YEARS OF AGE OR OLDER.
- ALL PARTICIPANTS MUST WEAR HELMET AND SEAT BELTS AT ALL TIMES.
- KEEP HANDS AND ARMS INSIDE THE VEHICLE AT ALL TIMES.
- PHONES / VIDEO DEVICES MAY NOT BE HELD OUT THE WINDOW.

READ THIS DOCUMENT CAREFULLY – IT AFFECTS YOUR RIGHTS

In consideration of my being permitted to participate in the Colorado National Speedway Circle Drag Event, and any affiliated events operated by Colorado National Speedway at or around 4281 Speedway Blvd. in Dacono, Colorado (hereinafter, "CNS"), including but not limited to driving, racing, learning, practicing, competing, maintaining vehicles, observing or spectating, or for any other purpose not specifically identified herein, (collectively herein, the "Events"), on behalf of my myself and my legal representatives, agents, assigns, and heirs (herein, the "Releasor") do hereby Release, Discharge, Waive, and Covenant Not to Sue CNS, its promoters, participants, racing associations, sanctioning organizations, track operators, members, officials, equipment and parts manufacturers and suppliers, advertisers, exhibitors, vendors, independent contractors, successors and assigns (herein, the "Releasees") from all liability to the Releasor for any and all claims, injuries, damages, losses or demands to the person or property of the Releasor, or resulting in the death of the Releasor, whether or not caused by the negligence or fault of the Releasees while the Releasor is on the property, using the property or its facilities and services, or participating in any way of the Events thereon.

INDEMNIFY AND HOLD HARMLESS: The Releasor further agrees to Defend, Indemnify, and Hold Harmless the Releasees from any loss, liability, damage or cost incurred (including attorney fees and costs), or any claim or lawsuit filed against the Releasees, on account of, arising out of, or as a result of the actions or inactions of the Releasor, including but not limited to participation in the Events, whether nor not caused by the active, passive, or sole negligence or fault of the Releasor. Releasor further agrees to pay CNS for any and all damages caused to CNS property, facilities, and equipment caused by the Releasor.

EXPRESS ASSUMPTION OF RISK: Releasor assumes any and all risks of injury, death, loss, or damage to the person or property of the Releasor, whether or not caused by the negligence or fault of the Releasees, while the Releasor is on the property, using the facilities or services thereon, or participating in any of the Events. Releasor is NOT covered by any insurance policy held by Releasee. Releasor further acknowledges that they are a PASSENGER in a vehicle in which they are NOT driving, and assume the risk of riding inside that vehicle with a driver of undetermined ability.

VOLUNTARY PARTICIPATION AND INFORMED CONSENT: Releasor hereby acknowledges that RACING IS DANGEROUS and that there are inherent risks associated with the Events which may result in loss or damage to Releasor, including serious injury or death. Releasor acknowledges that he or she is signing this legal document of their own volition, and that if the Releasor does not agree to the terms and conditions described herein, that Releasor is forbidden from participation in any of the Events and must withdraw to a designated spectator area immediately. Releasor further acknowledges that it is his or her responsibility to obtain, review, and follow all rules, regulations, and instructions applicable to the Events.

PARTICIPANT HEALTH: Releasor affirms that he or she is not under the influence of any alcohol or drugs, and does not suffer from any medical condition which would impair the ability to compete in the Events, and further agrees to withdraw from Event if Releasor is in a state of impairment.

SEVERABILITY AND CHOICE OF LAW: This Agreement is intended to be as broad and inclusive as permitted by law, and is intended to be fully severable. Should any portion herein be held invalid, it is agreed that the balance of the Agreement shall continue in full legal force and effect; including but not limited to modification of the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of a particular type of claim is held to be invalid. This agreement is to be interpreted under and governed by the laws of the State of Colorado.

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, AND FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP LEGAL RIGHTS. I affirm that I am signing this agreement freely and voluntarily, without any assurance or guarantee being made to me, and I intend my signature to be a complete and continuing release of all liability to the greatest extent allowed by law.

Passenger's Name: _____

Passenger's Signature: _____

Date: _____

Driver's Name: _____