

BREAKERS SPEEDWAY

Release and Indemnification Agreement ("Agreement")

IN CONSIDERATION of allowing the below named person ("Driver" or "I") to operate a Motor Vehicle at Breakers Speedway ("Speedway"), I, the undersigned, being **18 years of age or older** and legally able to enter into this Agreement, hereby: **(Please initial every paragraph below and sign at the bottom.)**

- _____ **1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Breakers Speedway , its members, agents, employees, landlord, or assigns ("Speedway Parties"), for any and all loss or damage, claims, actions, or causes of action, whether known or unknown, arising out of or related in any way to the Driver's use of the Speedway facility or operation of a Motor Vehicle, including bodily injury, death, property damage or loss, or other damages to the Driver or Driver's possessions, **WHETHER CAUSED DIRECTLY, INDIRECTLY, OR NEGLIGENTLY BY SPEEDWAY PARTIES, THE DRIVER, OR ANOTHER DRIVER, OR OTHERWISE;**
- _____ **2. AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS** Speedway Parties from liability for personal injury, property damage, wrongful death, or any other loss, damage, or cost that they may incur arising out of the Driver's use of the Speedway facility or operation of a Motor Vehicle, **WHETHER CAUSED DIRECTLY, INDIRECTLY, OR NEGLIGENTLY BY SPEEDWAY PARTIES, THE DRIVER, OR ANOTHER DRIVER, OR OTHERWISE;**
- _____ **3. EXPRESSLY ACKNOWLEDGE AND AGREE** that use of Speedway facility and operation of a Motor Vehicle is dangerous and involves the risk or serious injury, paralysis, death, or property damage and that I am voluntarily engaging in such activity;
- _____ **4. EXPRESSLY AGREE** that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Cayman Islands, and that if any portion is held invalid by a court of competent jurisdiction, the balance shall continue in full legal force and effect;
- _____ **5. EXPRESSLY ACKNOWLEDGE AND AGREE** that I am neither pregnant, nor do I have a history of or experience any chronic illness, disabilities, back problems, heart conditions, prior injuries; or any other physical or mental conditions, problems, or illnesses; and
- _____ **6. ACKNOWLEDGE AND REPRESENT** that:
1. No promise or agreement which is not herein expressed has been made to me in executing this Agreement, and that I am not relying upon any statements or representation of any agent or employee of Speedway or any Speedway Party;
 2. I have read the rules and regulations of the Speedway facility;
 3. This agreement shall be binding upon my family, estate, heirs, or assigns;
 4. This agreement shall continue in effect each time I visit the Speedway facility;
 5. I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS,
 6. And I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.

Signature:	Today's Date:
Full Name:	Birth Date:
Address:	Country: