



**LIABILITY WAIVER: RELEASE OF ALL CLAIMS, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT**

**WARNING: THIS AGREEMENT IS LEGALLY BINDING.** BY SIGNING IT, YOU GIVE UP YOUR RIGHT TO RECOVER COMPENSATION THROUGH THE COURTS OR OTHERWISE, FOR ANY PERSONAL INJURIES OR DAMAGE TO YOUR PROPERTY, OR FOR YOUR DEATH, ARISING OUT OF YOUR USE OF THE R/C TRACK, OPERATING R/C VEHICLES, TURN MARSHALING ON THE R/C TRACK FOR OTHER PARTICIPANTS, OR ARISING OUT OF YOUR PARTICIPATION IN CLASSES OR ACTIVITIES, PROVIDED BY WHEEL BROKERS LLC., SPONSORED BY WHEEL BROKERS LLC., OR ANY AFFILIATE OR WHOLLY OWNED SUBSIDIARY OF THE SAME (HEREINAFTER COLLECTIVELY REFERRED TO AS "WHEEL BROKERS LLC.") YOU WILL BE RELEASING THE LANDLORD OF WHEEL BROKERS LLC. AND ANY PERSONS WHO HAVE DESIGNED, MANUFACTURED OR INSTALLED THE FACILITIES. THIS AGREEMENT IS BINDING ON YOU, YOUR HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES. THIS AGREEMENT ALSO REQUIRES YOU TO INDEMNIFY AND HOLD HARMLESS THE PERSONS RELEASED FROM ANY LOSSES, LIABILITIES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.

IN CONSIDERATION of being permitted to participate in any way in **Wheel Brokers LLC** ("CLUB") sponsored Racing Activities ("Activity"), I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Racing Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted at facilities open to the public during the Activity and upon which the hazards of racing are to be expected. I further agree and warrant that if at any time I believe conditions are unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) **Racing Activities Involve Risks & Dangers Of Serious Bodily Injury, Including Permanent Disability, Paralysis And Death ("RISKS")**; (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEE'S" NAMED BELOW; there may be OTHER RISKS AND SOCIAL & ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Club, their respective administrators, directors, agents, members, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place (*each considered one of the "RELEASEE'S" herein*) From All Liability, Claims, Demands, Losses, Or Damages On My Account Caused Or Alleged To Be Caused In Whole Or In Part By The Negligence Of The "Releasee's" Or Otherwise, Including Negligent Rescue Operations; And I further Agree that if, despite the Release And Waiver of Liability, Assumption Of Risk, And Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I Will Indemnify, Save, And Hold Harmless Each of the Releasee's from any litigation expenses, attorney fees, loss, liability, damages, or cost which any may incur of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. **I freely and voluntarily assume complete responsibility for these risks, known or unknown, and for the injuries that may occur as a result of these risks EVEN if injuries occur in a manner that is not foreseeable at the time I sign this agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage I sustain, including PERSONAL INJURIES to me, damage to my PROPERTY, or damage arising out of my DEATH.**

Printed Name of Participant: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature (*If over 18 or of parent/legal guardian of minor*):

\_\_\_\_\_ Date: \_\_\_\_\_



**LIABILITY WAIVER: MINOR RELEASE**

I, the Minor's parent and/or legal guardian, understand the nature of racing activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasee's from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the releasee's or otherwise including negligence rescue operations and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the releasee's named above, I will indemnify, save, and hold harmless each of the releasee's from any litigation expenses, attorney fees, loss, liability, damages, or cost which any may incur of such claim.

**Minors agree to the following Wheel Brokers LLC R/C Track and Facility Rules:**

**ENTER AT YOUR OWN RISK, WHEEL BROKERS LLC R/C RACEWAY AND HOBBY IS NOT RESPONSIBLE FOR ANY INJURY OR ANY LIABILITY.**

Safety is our main concern. If any driver or spectator fails to follow any rules or operates or behaves in an unsafe manner he/she will be asked to leave the premises immediately without refunds.

No Alcohol and No Smoking Inside Facility.

Please Use Butt Cans and Garbage Receptacles.

No Profanity or Abusive Language and No Cheating or Fighting.

Hard-soled Footwear Required. No Sandals, Flip Flops or Bare Feet.

Parents/Guardians are Responsible for the Behavior and Safety of Minors.

Minors Must Have Parental/Guardian Permission to Enter and Participate.

Spectators Must Remain Within Flagged Spectator Area.

DRIVERS ONLY on the Drivers Stand. Do not climb on the Drivers Stand. If you are having difficulty seeing the track as you drive, ask track personnel for a booster platform.

Track Personnel ONLY in the Scoring Booth Area.

Drivers agree to abide by *Driver Rules* posted within.

Turn Marshals agree to abide by *Turn Marshal Rules* posted within.

R/C cars may not be operated (*driven*) outside the confines of the track. Only registered racers may drive their vehicles on the track.

I have read the Track & Facility Rules, fully understand them, and agree to abide by them at all times including during all events.

Printed Name of Participant (Minor): \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_