



**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ Driver \_\_\_\_\_ Navigator \_\_\_\_\_ Boat Number \_\_\_\_\_  
(Print full name) (Check your position) Crew \_\_\_\_\_ Official \_\_\_\_\_

**I AM A PARTICIPANT IN THE American Sprint Boat Racing SANCTIONED BOAT EVENT AT:**

TO AMERICAN SPRINT BOAT RACING L.L.C. (ASBR L.L.C., American Sprint Boat Racing Pro Series)  
"Participant" shall include any driver, mechanic, navigator, crewmember, race official and any other person racing in or associated in any manner, with water craft taking part in or officiating at the above event.

1. "Participant" acknowledges and agrees that the event site is suitable for competitive water sports and racing of this nature, but that by participating in such event, "Participant" may suffer bodily injury or death, or loss or damage to property. "Participant" acknowledges that he/she has voluntarily assumed the risk of such loses and freely and voluntarily executes this Release, recognizing that safety is the direct responsibility of the participants of the event.

2. "Participant" hereby **RELEASES, ACQUITS, WAIVES, AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE** the American Sprint Boat Racing L.L.C. or affiliate thereof or any co-sponsor or presenter of a racing event, its officers, members, directors, agents, advisors or successors in interest, or any official, boat owner, driver, pit crew member, or other participant, racing association members, promoters, sponsors, advertisers, employees, owners or lessees of the premises and locations used to conduct the event, and each of them, their officers, employees or successors In Interest (herein collectively referred to as "Releasees"), and for all purposes herein referred to **RELEASES** Releasees from all liability to the "Participant", and Participant's personal representative, assigns, heirs and next of kin, for any and all loss or damage, and any claims, demands, causes of action, and costs thereof, on account of bodily injury or death or loss or damage to property of the "Participant", developed or undeveloped, resulting or to result, or know or unknown, which "Participant" may now or ever have, whether caused by the negligence of releasees or otherwise, while the "Participant" is competing in, officiating, observing, working with, or for any purpose participating in such event.

3. "Participant" hereby **INDEMNIFIES AND SAVES AND HOLDS HARMLESS** the Releasees and each of them from any loss, liability, damage, or cost "Participant: or Participant's personal representatives, assigns, heirs and next of kin may incur due to the "Participant" in anyway competing in, officiating, observing, working for, or for any purpose participating in the event, whether caused by The negligence of Releasees or otherwise.

4. "Participant" hereby **ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE** due to the negligence of Releasees or otherwise while in or upon any restricted area associated with the event, and/or while competing in, officiating, observing, working for, or for any purpose participating in the event.

5. "Participant" **EXPRESSLY ACKNOWLEDGES** and agrees that the **ACTIVITIES OF THE EVENT CAN BE VERY DANGEROUS** and involve the risk of serious bodily injury and/or death and/or property damage and/or loss to the participants, and Expressly agrees that this Release is intended to be as broad and inclusive as is permitted by the law, including but not limited to the laws of the States of Washington, Idaho, Oregon, and California, and that if any portion hereof is held invalid, the balance shall, not withstanding, Continue in full legal force and effect.

6. "Participant" hereby declares and represents that in making this Release and Agreement he/she relies wholly upon his/her own judgment, and that he/she has not been influenced to any extent whatever in making the Release by any representations of Releasees.

7. "Participant" hereby declares and represents **THAT "PARTICIPANT" READAND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no promise, inducement, or Agreement, oral or otherwise, no herein expressed has been made to "Participant", and that the terms of this Release are contractual and not a mere recital.

8. "Participant" states that he/she is over the age of 16 YEARS IF A DRIVER, 15 YEARS IF A NAVIGATOR, and if Under 18 years of age, has provided proof of age, has signed and had witnessed the "Minor's Assumption of Risk and Release and Waiver of Liability" form, adequate evidence of parental permission to participate in the event by including a witnessed parental signature on the "Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement" form, and has carefully read the foregoing document and the above named documents, knows the contents thereof, and signs it as his/her own free act.

**\*\*\*I HAVE READ AND FULLY UNDERSTAND THIS RELEASE.** I declare under penalty of perjury under the laws of the State of Washington and such other State in which the event is conducted that the foregoing is true and correct.

\_\_\_\_\_  
(Signature of Participant) Date \_\_\_\_\_

\_\_\_\_\_  
(Address of Participant, including State) Telephone No. \_\_\_\_\_

WITNESSES TO SIGNATURE OF PARTICIPANT:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_