



CALIFORNIA ROADRACE ASSOCIATION

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, _____ (“Participant”), hereby acknowledge and agree that I have asked to participate as a rider in a private motorcycle track event organized by California Roadrace Association LLC, a California limited liability company (“CRA”), at Buttonwillow Raceway, a racetrack located in Buttonwillow, Kern County, California (hereinafter, the “Premises” and such event shall hereinafter be referred to as, the “CRA Event”) on the dates in calendar year 2021 on which CRA is using all or part of the Premises for the CRA Event (the “CRA Race Dates”). I hereby agree to the following for the CRA Event and the CRA Race Dates at which I will be at the Premises:

I AM AWARE THAT THE CRA EVENT, MOTORCYCLE RACING, AND MOTORCYCLE RIDING ARE DANGEROUS ACTIVITIES INVOLVING RISKS OF SERIOUS PERSONAL INJURY AND DEATH, AND I AM VOLUNTARILY PARTICIPATING IN THE CRA EVENT AND ALL RELATED ACTIVITIES WITH FULL KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY, AND DEATH.

1. IN CONSIDERATION of being permitted to participate in the CRA Event and enter the Premises (*herein defined as including, but not limited to, the racing/practice areas, racing surfaces, pit areas, infield, approach areas, shut down or rest areas, tuning and testing areas, all walkways, concession areas, any areas where any activity of any kind may take place, whether related to an event or practice, or any other area within or without the boundaries of the Premises, including all areas appurtenant thereto and where special authorization, permission, or credentials are required*) at any time, day or night, whether open or closed to the public, for any purpose, including being permitted to practice at open riding practice or race practice, compete, participate in any way, officiate, observe, work, or be present at or near the Premises for any purpose whatsoever, whether or not related to any CRA Event, Participant acknowledges, agrees, and represents that Participant has, or will immediately upon entering, and will continuously and indefinitely thereafter, inspect the Premises and all portions thereof that Participant enters and with which Participant comes in contact. Participant further warrants and agrees that Participant’s entry into or upon the Premises or any portion thereof, or Participant’s participation in any of the above-mentioned activities, constitutes an acknowledgement that Participant has inspected the Premises and that Participant finds and accepts the Premises as being safe and reasonably suited for the purposes of Participant’s use.
2. Participant hereby ACKNOWLEDGES, AGREES, AND WARRANTS that Participant is in good health and has no physical, emotional or other conditions that would prevent Participant from participating in the CRA Event (including, without limitation, any activity relating thereto), has the skill level and experience required in conjunction with the activities involved, and has not been advised otherwise. PARTICIPANT FURTHER WARRANTS AND ATTESTS that Participant has inspected all related equipment and the mechanical condition of the motorcycle(s) to be used at the Premises and Participant deems such equipment and motorcycle(s) to be safe, free of any fluid leaks, and mechanically sound and, that Participant has health insurance to cover any accident or injury of any kind, no matter the extent of damage or injury that may occur while engaged in any activity at the CRA Event or the Premises.
3. Participant hereby AGREES AND WARRANTS that if at any time Participant is in or near the Premises or any portion thereof and feels anything to be unsafe for any reason, Participant shall immediately advise any official, staff, personnel, or agent of CRA of such unsafe condition or situation, and will immediately leave the Premises or any such portion thereof and refuse to participate in any way in any activity, including riding (practicing or racing), officiating, observing, working, or otherwise.



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4. Participant, on behalf of him/herself and his/her personal representatives, heirs, assigns, affiliates, agents, family, next of kin, estate, or otherwise (collectively, the “RELEASORS”), hereby FULLY AND COMPLETELY RELEASES, ACQUITS, WAIVES, AND FOREVER DISCHARGES THE “RELEASEES” (hereinafter defined as including, without limitation, CRA, its owners, directors, officers, managers, employees, staff, agents, or associates, or any of its promoters, participants, riders, spectators, racing associations, sanctioning organizations, or any subdivisions thereof, track operators, track owners, property owners or lessees, surveyors, underwriters, insurers, officials, or manufacturers of any motorcycle or motorcycle equipment, parts, or protective gear, motorcycle dealers or distributors, sponsors, advertisers, or any persons or entities at the Premises, including, but not limited to, CRA’s officer’s, employees’, staff’s, personnel’s, associates’, agent’s, affiliate’s, or representative’s heirs, assigns, family, next of kin, estate, or otherwise) AND EACH OF THEM collectively, separately, and severally, of and from any and all claims, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever, foreseen, unforeseen, known or unknown including, without limitation, litigation expenses, attorney fees, costs of investigation, and other losses and/or costs any RELEASEE may sustain, suffer, or incur that arise from or relate to: (i) any act or omission of Participant or any other person; (ii) Participant’s participation in the CRA Event or any activity relating thereto; (iii) any injury to Participant or his/her property; or (iv) the resulting death of Participant, in each case whether caused by the negligence of any RELEASEE or any other act of, or failure to act by, any RELEASEE, while Participant is in, upon, or near the Premises for any reason or purpose (collectively, the “Released Claims”).
5. Participant, on behalf of him/herself and the other Releasors, hereby AGREES TO INDEMNIFY, SAVE, AND HOLD HARMLESS the RELEASEES and each of them from any and all claims, demands, damages, causes of action, debts, liabilities, controversies, judgments, and suits of every kind and nature whatsoever, foreseen, unforeseen, known or unknown including, without limitation, litigation expenses, attorney fees, costs of investigation, and other losses and/or costs any RELEASEE may sustain, suffer, or incur that arise from or relate to any Released Claim and/or any other loss, liability, damage, or cost of any kind that arises from or relates to Participant practicing, competing, participating in any way, officiating, observing, or being engaged in any activity in any manner for any reason in, upon, or near the Premises, whether or not any loss, damage, cost, or otherwise is caused by the negligence of any RELEASEE or by any other cause.
6. Participant hereby ASSUMES FULL RESPONSIBILITY FOR, AND ALL RISK OF, ANY BODILY INJURY, DEATH, AND/OR PROPERTY DAMAGES, caused by any person or entity, including the negligence of any RELEASEE, that Participant may suffer due to his/her presence in, upon, or near the Premises, or by engaging in, or being near, any activity related to any operations at the CRA Event and/or the Premises, including open practice riding, racing competition, track work/maintenance, or otherwise.
7. Participant hereby ACKNOWLEDGES AND AGREES THAT ALL ACTIVITIES AT THE CRA EVENT AND/OR AT THE PREMISES including all motorcycle riding, racing, practicing and related activities are extremely dangerous and involve the risk of property damage, serious bodily injury, and/or death. Thus, Participant hereby assumes all risks inherent in such activities no matter how any damage, injury, or death may be caused.
8. Participant hereby ACKNOWLEDGES AND AGREES that NO RELEASEE OR ANY OTHER PERSON can guaranty the safety of Participant, the safe behavior of other participants, or that the other participants will follow all of the rules designed to promote the safety of the CRA Event or any related activities. Participant hereby WARRANTS AND ATTESTS that even though the RELEASEES may try to enforce certain safety rules for the benefit of all participants at the CRA Event and/or at the Premises, Participant is NOT RELYING ON THE RELEASEES to enforce any rules or requirements and, NO RELEASEE has made or is making any guaranty, warranty, or representation



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with regard to the availability or quality of any emergency or medical treatment, equipment, or personnel at the CRA Event or the Premises.

9. Participant hereby ACKNOWLEDGES AND AGREES that the CRA Event may operate regardless of weather and Participant is not required to participate in any fashion, under any weather conditions whatsoever. When and/or whether to participate is left entirely to the judgment of Participant.
10. Participant hereby agrees that Participant's name as well as any photos, videos, movies, or other visual reproductions of Participant made by CRA or any other RELEASEE during the CRA Event may be used by CRA in any legal way, shape, or form including, without limitation, for any commercial or promotional purposes, without any compensation for or consent from Participant.
11. Participant HEREBY ACKNOWLEDGES AND AGREES that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. Participant HEREBY WAIVES any right which Participant has or may have under Section 1542 of the California Civil Code to the full extent Participant may lawfully waive such rights pertaining to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.
12. Participant HEREBY AGREES THAT this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement EXTENDS TO ALL ACTS OF NEGLIGENCE BY ANY RELEASEE, INCLUDING NEGLIGENT RESCUE OPERATIONS by any party, and this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is found to be invalid, it is agreed that the remainder shall continue in full force and effect.

I HAVE HAD ADEQUATE TIME TO READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, HAVE DONE SO, AND FULLY UNDERSTAND ALL ITS TERMS, INCLUDING THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS, AND GIVE UP THOSE RIGHTS FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT OF ANY KIND, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWABLE BY LAW.

Participant Name (print): _____

Participant Signature: _____ Date: _____

Participant's Emergency Contact (name and phone number): _____

CRA Event/Race #: _____



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FOR ANY PARTICIPANT THAT IS A MINOR (UNDER 18 YEARS OF AGE), THIS SECTION MUST ALSO BE COMPLETED

The undersigned parent or legal guardian of Participant hereby represents that he/she is acting in such capacity, has consented to Participant's participation in activities at the Premises, and has agreed individually and on behalf of Participant, to the terms of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement set forth above.

Parent/Guardian Name (please print legibly): _____

Parent/Guardian Signature: _____ Date: _____