



## QUARTER MIDGETS OF AMERICA, INC.

### 20\_\_ ADULT ANNUAL MEMBERSHIP RELEASE AND WAIVER OF LIABILITY, EXPRESS ASSUMPTION OF RISK, VOLUNTARY CONSENT AND INDEMNITY AGREEMENT

**THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF** my ability to become a 20\_\_ **member** of the Quarter Midgets of America, Inc. (hereinafter the "QMA") and to participate in any and all motor racing events sanctioned, promoted, and/or operated by the QMA at any and all facilities throughout the 20\_\_ **season (January 1, 20\_\_ through December 31, 20\_\_)** and any and all affiliated activities including, without limitation, driving, racing, training, learning, practicing, competing, maintaining vehicles, observing and spectating, or for any other purpose (hereinafter collectively "EVENTS") and/or **IN CONSIDERATION OF** my ability to enter into or upon any **RESTRICTED AREA** (hereinafter defined as including, but not limited to, the racing track and surface, pit areas, infield, paddock and garage areas, grandstand areas, and all walkways, concessions, and other areas appurtenant to any area where any activity related to the EVENTS are or will be taking place). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively "UNDERSIGNED") hereby:

1. **INSPECTION:** Acknowledges, agrees and represents that immediately upon entering any **RESTRICTED AREA**, the **UNDERSIGNED** shall and shall continuously thereafter, inspect every area of the **RESTRICTED AREA** which the **UNDERSIGNED** enters, and the **UNDERSIGNED** further agrees and warrants that, if at any time, the **UNDERSIGNED** is in or about any part of the **RESTRICTED AREA** and feels anything to be unsafe, the **UNDERSIGNED** will immediately advise a representative, employee or agent of QMA and the owner or operator of the **RESTRICTED AREA** of such, and if necessary will leave the **RESTRICTED AREA** and/or refuse to participate in the **EVENTS**.

2. **WAIVER AND RELEASE:** Hereby **RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the QMA, the operators, organizers, sponsors, and hosts of the **EVENTS**, officials, rescue personnel, the track and facility and location owners, lessors, leasees, inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the track, facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, affiliated organizations and entities, and all other persons or entities participating or involved in the **EVENTS** (hereinafter collectively "**RELEASEES**"), **FROM ALL LIABILITY** to the **UNDERSIGNED** for any and all loss or damage and any claim or demands therefore on account of **INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH** of the **UNDERSIGNED** arising out of or related to the **UNDERSIGNED**'s participation in any way in the **EVENTS** and/or the **UNDERSIGNED**'s presence in or upon the **RESTRICTED AREA** where the **EVENTS** are or will be taking place, even that caused by the ordinary **NEGLIGENCE** of the **RELEASEES** (hereinafter "**LIABILITY**"). The **LIABILITY** encompasses, but is not limited to, active or passive conduct, ordinary **NEGLIGENT RESCUE EFFORTS**, and ordinary **NEGLIGENT** enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, **LIABILITY** concerning the ordinary **NEGLIGENT** selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the **EVENTS**.

3. **MEDICAL CONSENT AND RELEASE:** Hereby specifically **AUTHORIZES AND CONSENTS TO** **RELEASEES** providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the **EVENTS** or during the **UNDERSIGNED**'s presence in or upon the premises, facilities, and locations where the **EVENTS** are or will be taking place. **UNDERSIGNED** expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all **LIABILITY** arising therefrom.

4. **EXPRESS ASSUMPTION OF RISK:** Hereby acknowledges that the **ACTIVITIES** can be **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the **EVENTS**, which include, but are not limited to, the risk of being struck by objects or equipment and/or making contact with or colliding with other participants, spectators, other persons, and natural or manmade objects. The **EVENTS** will include participants of all skill and experience levels (including both professional and amateur persons) and varying levels of equipment, and **UNDERSIGNED** expressly assumes the risks associated with mixed and varying skill levels and varying equipment. **UNDERSIGNED** also acknowledges that there may be undefined and presently unknown risks and dangers associated with the **EVENTS**, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the **RELEASEES**. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of (or the failure to implement or enforce) any rules, regulation or guidelines related to the **EVENTS** and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or maintenance of any equipment, course, competition, facility or service related to the **EVENTS**. **UNDERSIGNED** hereby expressly assumes all such risks and dangers whether presently known or unknown. The **UNDERSIGNED**, also expressly acknowledges that injuries received may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** of the **RELEASEES** or others.

5. **INDEMNITY AND HOLD HARMLESS:** Hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** and each of them from any loss, liability, damage or cost (including attorneys' fees and court costs) they may incur arising out of or related to the **UNDERSIGNED**'s presence in or upon the **RESTRICTED AREA** where the events are or will be taking place, whether cause by the ordinary **NEGLIGENCE** of the **RELEASEES** or otherwise. **UNDERSIGNED** also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by **UNDERSIGNED** during or in connection with **UNDERSIGNED**'s participation in the **EVENTS**, and/or arising out or **UNDERSIGNED**'s improper, tortious, and/or criminal conduct.

Page 1 of 2

**READ EVERYTHING ON BOTH PAGES OF THIS DOCUMENT AND  
SIGN IT ON PAGE 2 IN FRONT OF AN AUTHORIZED QMA WITNESS OR A NOTARY PUBLIC**



6. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** Fully acknowledges and understands that participation in the EVENTS will involve physical and strenuous activity and dangerous and changing circumstances and conditions. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous inherent risks and potential dangers associated with the EVENTS, including the **RISK OF BEING INVOLVED IN AN ACCIDENT, CRASH OR COLLISION, AND SUFFERING SEVERE PERSONAL INJURY OR DEATH.** UNDERSIGNED acknowledges that he or she has been informed that his or her **PERSONAL SAFETY CANNOT BE GUARANTEED.** UNDERSIGNED acknowledges that his or her participation in the EVENTS is completely voluntary, and he or she believes that the potential benefits of participation outweigh the risks and danger associated with the EVENTS. UNDERSIGNED acknowledges that he or she has been able to ask questions regarding the EVENTS, and that all questions have been satisfactorily answered.

7. **OTHER PARTICIPANT OBLIGATIONS:** Acknowledges that it is his or her responsibility to do all of the following: (1) fully disclose to RELEASEES any health issues or medications that are relevant to participation in the EVENTS; (2) inform RELEASEES if there are any activities or aspects of the program about which the UNDERSIGNED does not feel comfortable; (3) cease participation and promptly report any physical discomfort, illness or complications; and (4) clear his or her participation with his or her personal physician. UNDERSIGNED also acknowledges that he or she bears full responsibility to become aware of and familiar with any and all event, series, and facility rules, regulations, and instructions, and to follow such rules, regulations and instructions.

8. Hereby agrees that this Agreement extends to **ALL ACTS OF ORDINARY NEGLIGENCE** by the RELEASEES, including premises liability and NEGLIGENT RESCUE OPERATIONS, and it is intended to be as broad and inclusive as is permitted by law. UNDERSIGNED acknowledges that **THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE,** and that if any portion of this agreement is held invalid, it is agreed that the balance the agreement shall continue in full legal force and effect. That shall include modifying the agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the State of California.

9. Hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that **NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT.** **UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS.** UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

\_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 NAME OF PARTICIPANT (PRINT)

\_\_\_\_\_ DATED: \_\_\_\_\_  
 SIGNATURE OF PARTICIPANT

**AUTHORIZED WITNESS**

\_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 AUTHORIZED QMA WITNESS (PRINT):

**NOTARY PUBLIC**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ /// On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ and the state of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

ADDRESS OF NOTARY: \_\_\_\_\_

ADDRESS OF NOTARY: \_\_\_\_\_

*Page 2 of 2*  
**READ EVERYTHING ON BOTH PAGES OF THIS DOCUMENT AND SIGN IT ON PAGE 2 IN FRONT OF AN AUTHORIZED QMA WITNESS OR A NOTARY PUBLIC**