

**COMMUNICABLE DISEASE RELATED
HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY,
AND INDEMNITY AGREEMENT**

ChampCar - Road America Fall Event

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin:

1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days;
2. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", "COVID-19" and/or any mutation or variation thereof;
3. HEREBY voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releasees", from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefor, whether caused by the negligence of the Releasees or otherwise;
4. HEREBY agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to my illness or death, whether caused by the negligence of the Releasees or otherwise.

I HAVE READ THIS COMMUNICABLE DISEASE RELATED HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, 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 ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

ChampCar - Road America Fall Event

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
7. HEREBY acknowledges that the undersigned has the right to negotiate the terms and conditions of this release agreement but by signing below hereby waives such right.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, 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 ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE

SIGN NAME HERE

DUTIES

I HAVE READ THIS RELEASE

SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

"EVENT" ADULT RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

ChampCar - Road America Fall Event

Name and Location of Event

Date(s) of Event

IN CONSIDERATION of being permitted in RACING PROGRAMS, or to enter for any purposes the RESTRICTED AREAS (herein defined as including, but not limited to, the racing surface, pit areas, infield, burn-out area, approach area, shut-down area, and all walkways, concessions, and other appurtenant areas where any activity related to the Event(s) shall take place, or where special authorization, permission, or credentials are required, or where admittance to the general public is restricted or prohibited), or to compete, officiate, observe, work for, or participate in any way or for any other purpose in the Event(s), the Undersigned for himself/herself and for his/her personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agrees, and represents that the Undersigned has, or will immediately upon entering and continuously thereafter, inspected such Restricted Areas and does further warrant that the Undersigned's participation in the scheduled Event(s) and entrance upon the Restricted Areas, constitutes an acknowledgment that the Undersigned has inspected the Restricted Areas, and that it is safe and reasonably suited for the purposes of the RACING PROGRAM, and further agrees and warrants that if, at any time, the Undersigned is in or about Restricted Areas and feels anything to be unsafe, the Undersigned will immediately advise the Officials of such unsafe condition(s) and will leave the Restricted Areas.

2. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, participants, any persons in the Restricted Areas, rescue personnel, sponsors, advertisers, owners and lessees of premises on which the Event is conducted, premises inspectors, Event inspectors, surveyors, underwriters, consultants, and others who offer recommendations, directions, or instructions, or engage in risk evaluation or loss control activities regarding the premises or Event(s), and each of them, their officers, directors, agents, and employees, all for purposes herein referred to as "RELEASEES," from all liability to the Undersigned, the Undersigned's personal representatives, assigns, heirs, and next of kin FOR ALL LOSS OR DAMAGE SUSTAINED BY THE UNDERSIGNED, AND ANY CLAIM OR DEMANDS RESULTING THEREFROM, ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, while the Undersigned is in or upon the Restricted Areas, and/or competing, officiating, observing, working for, or for any purpose participating in such Event.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the Restricted Areas, or in any way competing, officiating, observing, or working for, or for any purpose participating in the Event, and whether caused by the negligence of the Releasees or otherwise; and

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees or otherwise while in or upon the Restricted Areas, and/or while competing, officiating, observing, working for, or for any purpose participating in such Event(s);

5. EXPRESSLY acknowledges that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES. THE UNDERSIGNED FURTHER UNDERSTANDS that: (a) the above referenced ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING VIRAL INFECTIONS, BACTERIAL INFECTIONS AND OTHER COMMUNICABLE DISEASES AND ILLNESSES, 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 "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND 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.

6. FURTHER expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS.

I am 18 years of age or older, have read and understand the terms of this agreement, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature, oral or written, and intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PARTICIPANT SIGNATURE & PRINTED NAME

Participant's Printed Name

Date

Participant's Signature

Witness's Signature & Title

Address

Date