



## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19



The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Stockton Dirt Track, Stockton 99 Speedway and Outlaw Drift Series ("the Track") has put in place preventative measures to reduce the spread of COVID-19; however, the Track cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Track could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren), and my family could be exposed to or infected by COVID-19 by attending the Track and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Track may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Track employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my child(ren), and family including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren), and family may experience or incur in connection with attendance at the Track or participation in Track programming ("Claims").

On my behalf, and on behalf of my children and family, I hereby release, covenant not to sue, discharge, and hold harmless the Track, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Track, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Track related program or event.

THIS SECTION MUST BE CAREFULLY READ AND SIGNED BY THE APPLICANT IN CONSIDERATION OF BEING PERMITTED TO ENTER FOR ANY PURPOSE ANY RESTRICTED AREA (herein defined as including but not limited to the racing surface, pit areas, infield, paddock area, grandstand area and all walkways, concessions and other areas appurtenant to any area where any activity related to the EVENT(s) shall take place, or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the EVENTS(s)), THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas and will continuously thereafter, inspect such restricted areas and all portions thereof and which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if an, in the EVENT(S) constitutes an acknowledgement that he/she has inspected such restricted areas and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will refuse to participate further in the EVENT(S), will immediately advise the officials of such unsafe situation and will leave the restricted areas and not return.

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE PROMOTERS, PARTICIPANTS, RACING ASSOCIATION, SANCTIONING ORGANIZATION OR ANY SUBDIVISION THEREOF, TRACK OPERATOR, TRACK OWNER, OFFICIALS, VEHICLE OWNERS, DRIVERS, PIT CREWS, ANY PERSONS IN ANY RESTRICTED AREA, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISES USED TO CONDUCT THE EVENT(S), PREMISES OR EVENT INSPECTORS, SURVEYORS, INSURERS, UNDERWRITERS, CONSULTANTS OR OTHER PERSONS OR ENTITIES WHO GIVE RECOMMENDATIONS, DIRECTIONS, OR INSTRUCTIONS OR ENGAGE IN RISK EVALUATION OR LOSS CONTROL ACTIVITIES REGARDING THE PREMISES OR EVENT(S), THEIR PARENTS, SUBSIDIARIES, WHOLESALERS, AFFILIATED CORPORATIONS, AND EACH OF THEM, AND THE DIRECTORS, OFFICERS, AGENTS AND EMPLOYERS OF EACH OF THEM, ALL FOR THE PURPOSES HEREIN REFERRED TO AS THE "RELEASEES" FROM ALL LIABILITY to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss of damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned whether caused by the negligence or gross negligence of the "RELEASEES", or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating in, observing, working for or for any purposes participating in the EVENT(S).

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**Signature of Participant and/or Parent/Guardian for Minor Participants:**

**Participant/Parent/Guardian Name:** \_\_\_\_\_

**Participant/Parent/Guardian Signature:** \_\_\_\_\_

Date: \_\_\_\_\_, 2021

*Minor Name:* \_\_\_\_\_

*Minor Signature:* \_\_\_\_\_

Date: \_\_\_\_\_, 2021

*Additional Minor Name:* \_\_\_\_\_

*Additional Minor Signature:* \_\_\_\_\_

Date: \_\_\_\_\_, 2021

*Additional Minor Name:* \_\_\_\_\_

*Additional Minor Signature:* \_\_\_\_\_

Date: \_\_\_\_\_, 2021

Witness Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 2021