

# **MEDIA RELEASE**

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

### **PLEASE READ CAREFULLY**

EVENT AND LOCATION: \_\_\_\_\_ DATE 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), THE UNDERSIGNED, for himself or herself, his or her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he or she has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he or she enters, and he or she further agrees and warrants that, if at any time, he or she is in or about RESTRICTED AREAS and he or she feels anything to be unsafe, he or she 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 **Shift-S3ctor LLC**, 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 or her 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 accepts and understands that there is a serious risk of injury and death in being present at any motorsports event, especially one such as this EVENT, whether as a participant, spectator, worker, media member, or otherwise.
8. HEREBY accepts and believes he or she is physically, emotionally, and mentally able to be present at this EVENT.
9. HEREBY accept and understands that he or she must abide by all rules instituted by the organizers of this EVENT at any and all times, regardless of role.
10. HEREBY accepts and understands he or she is solely responsibility for their own personal safety, and the personal safety of any accompanying MINORS.
11. HEREBY Accepts and understands he or she may be removed, without refund, at any time from the EVENT for behavior deemed improper or unsafe by EVENT staff.
12. **COVID-19: HEREBY Accepts and understands that, due to the global pandemic involving COVID-19, by attending this event he or she is placing themselves at serious risk of contracting COVID-19, which may lead to serious injury and death; and he or she accepts and certifies that they do not have any COVID-19-related symptoms, and if they do, they will immediately leave the event.**
13. I accept and agree that by taking media at this event, I am granting Releasees, as well as any media partners thereof, a non-exclusive license to use any and all of my media material taken at this event in any manner, in their sole discretion, as they see fit.
14. I accept and agree that I must tag Shift-S3ctor appropriately in my posting of this material on social media.
15. I accept and agree that I will be required to remove or take down any content posted that may negatively impact Releasees, in Releasees sole discretion.

**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.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature