

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

IN CONSIDERATION of my being permitted to drive in GPS Track Time, LLC sanctioned auto sport EVENTS at the premises known as GingerMan Raceway race course, in S. Haven, Michigan, and participate in related on and off-track activities (herein the "EVENTS"), or being permitted to enter for any purpose or in any capacity any RESTRICTED AREA (defined as including, but not limited to, the driving surface, guardrails, infield pitting areas, and all walkways, concessions, and other appurtenant areas where any activities related to the EVENTS shall take place or where any special authorization, credentials, or permission are required to enter or where admittance to the general public is restricted or prohibited):

1. I acknowledge, agree, and represent that I have or will immediately upon entering any RESTRICTED AREA, and will continuously thereafter, inspect the RESTRICTED AREAS which I enter, and further agree and warrant that, my participation in any scheduled EVENTS and entrance upon any RESTRICTED AREA, constitute an acknowledgment that I have inspected the RESTRICTED AREAS and that they are safe and reasonably suited for the purpose of the EVENTS, and further agree that, if at any time, I am in or about a RESTRICTED AREA and I feel anything to be unsafe, I will immediately advise track officials of such and if necessary will leave the RESTRICTED AREA and/or refuse to participate further in the EVENTS. GPS Track Time, LLC does not make any express or implied warranties regarding the safety, condition, merchantability or fitness of the track or facilities for any particular purpose.
2. I HEREBY COVENANT NOT TO SUE and RELEASE the promoters, participants, sanctioning organizations or any subdivision thereof, track operators, officials, car owners, drivers, instructors, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners, lessees of premises owners used to conducts the EVENTS, 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 EVENTS and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "RELEASEES", FROM ALL LIABILITY TO ME, my personal representatives, successors and assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY DEATH ARISING OUT OF OR RELATED TO THE EVENTS, including my presence in or upon the RESTRICTED AREAS, or in any way competing or for any purpose participating in the EVENTS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. I HEREBY AGREE TO DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur due to claims brought against the RELEASEES arising out of or related to my injury or death from the EVENTS, including my presence in or upon the RESTRICTED AREAS, or in any way competing or for any purpose participating in the Event, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY OR DEATH TO MYSELF, OR DAMAGE TO MY PROPERTY due to NEGLIGENCE OF RELEASEES or otherwise, arising out of or related to the EVENTS, including my presence in or upon the RESTRICTED AREA, or in any way competing or for any purpose participating in the EVENTS.
5. I HEREBY acknowledge that the ACTIVITIES OF THE EVENTS MAY BE DANGEROUS and involve the risk of serious injury and/or death and/or property damage. I also expressly acknowledge that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. I HEREBY agree that the "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 of Illinois 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. I acknowledge that a suction cup holder may be used to temporarily affix a GPS data acquisition unit to the interior of my car. I further acknowledge that GPS Track Time, LLC is not financially liable for any damage to my car that may occur by said holder and GPS unit.

8. Any physical damage done to the track or track facilities are solely the financial responsibility of the party deemed, by the track owner or any of its agents, or GPS Track Time, LLC, to have caused the damage. GPS Track Time, LLC is not financially liable for any damage to the track or track facilities caused by any participant of a GPS Track Time, LLC event.

I HEREBY agree that this Agreement shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, and next of kin without limitation.

I HAVE READ THIS "RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT", FULLY 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.

APPLICANTS:

Printed Name & Legal Signature

Date: _____