

PLEASE READ THIS CAREFULLY. By signing this legal document, you are giving up any legal rights you may have to sue the BORDERDUEL TRACK CLASSIC and LEWIS & CLARK COLLEGE in court for money damages.

RELEASE AND WAIVER

Name of Event: The BorderDuel Track Classic Date(s) of Event: June 5-6, 2009

I desire to participate in or attend one or more activities or events (the "Event") either partially or wholly sponsored, produced, directed, organized, conducted, coached or paid for by the BorderDuel Track Classic, its subsidiaries, and agents ("Lewis & Clark College"). In exchange for the ability to participate in or attend the Event, I hereby irrevocably and unconditionally agree for myself and my heirs, estate, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** Before participating or attending the Event, I will inspect the facilities and equipment to be used for the Event, and if I believe anything is unsafe, I will immediately advise an official of the Event of the conditions and refuse to participate or attend until the conditions are corrected to my satisfaction. The BorderDuel Track Classic has made no representation to me as to the suitability, conditions, or safety of the facilities, equipment, or vehicles involved in the Event. I understand that participation in or attendance at the Event involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses. These may result not only from my own actions, inactions, or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume these risks.

2. **RELEASE FROM LIABILITY.** I fully and forever release, and discharge the BorderDuel Track Classic, its subsidiaries, directors, officers, employees, agents, insurers, sponsors, advertisers, owners or operators of the Event, Facilities, equipment, and vehicles, and all other involved in the Event (the "Released Parties") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in or attendance at the Event, including transportation related to the Event, even if it is due to the negligence or other fault of the Released Parties.

3. **COVENANT NOT TO SUE.** I will not initiate any lawsuit, court action or other legal proceeding against the Released Parties, nor join or assist in the prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with my participation in or attendance at the Event, and I waive any right I may have to do so. This means that I cannot sue to hold the Released Parties responsible for any injuries, losses, or damages that I may experience related to the Event, even if it is due to negligence or other fault of the Released Parties. I waive my insurers' right to make a claim against the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no right of subrogation.

4. **INDEMNITY.** I will hold harmless, indemnify, and reimburse the Released Parties from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance at or participation in the Event, including transportation related to the Event. This means that I will reimburse the Released Parties if anyone makes a claim against them based on injuries, losses, or damages I may suffer.

5. **NO INSURANCE; MEDICAL EXPENSES.** I understand that the BorderDuel Track Classic and others involved in the Event did not provided me with any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in or attendance at the Event. If I want insurance of any kind, I must obtain my own. I will pay my own medical emergency expenses and all subsequent medical expenses in the event of any illness, accident, or injury in connection with the Event.

6. **AUTHORIZATION TO USE IMAGE.** The BorderDuel Track Classic and others may be photographing or filming the event for advertising, promotional, or other commercial purposes. I hereby consent and agree that photographs, film, and video may be taken of me in the Event. I irrevocably grant the BorderDuel Track Classic and its subsidiaries the right in perpetuity and throughout the world, without any expectation of compensation, to use my photograph, video or film portrayal, image, likeness and voice in any media, including, but not limited to, television, product catalogs and brochures, point-of-purchase videos and displays, and any other printed or written material in connection therewith, for the purpose of advertising, promoting, and marketing the BorderDuel Track Classic.

7. **VALIDITY.** If any portion of this Release and Waiver is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable. This Release and Waiver supersedes any oral or written statements made by or to me in connection with the Event. I understand that I cannot terminate, cancel, or revoke the Release and Waiver for any reason.

I HAVE READ THIS RELEASE AND WAIVER CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND VOLUNTARILY AGREE TO ITS TERMS.

Signature: _____

Printed Name: _____

Date: _____

Address: _____

City, State, Zip: _____

**IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OLD),
PLEASE READ AND SIGN THE NEXT PAGE**

**IF THE PARTICIPANT IS A MINOR (UNDER 18 YEARS OLD),
THE PARENT OR GUARDIAN SHOULD READ AND SIGN BELOW:**

PARENT / GUARDIAN AGREEMENT

Name of Event: The BorderDuel Track Classic

Date(s) of Event: June 5-6, 2009

I am the parent or legal guardian of _____ (the "Participant"). On behalf of the Participant, myself, the Participant's parents or guardians, heirs, estate, insurers, assigns and anyone else who may make claim for or on behalf of the Participant, I hereby irrevocably and unconditionally:

- (1) Agree to all of the terms of the attached "Release and Waiver".
- (2) Agree to cause the Participant to comply with the terms of the Release and Waiver.
- (3) Agree not to take any actions that would assist or cause the Participant to invalidate, renounce, negate, revoke, or disclaim any part of the Release and Waiver.
- (4) Agree to hold harmless, indemnify, and reimburse the Released Parties described in the Release and Waiver from and for any sums, costs, or expenses (including attorney fees) incurred by any of the Released Parties or paid by any of them to any person (including the Participant or insurers) in connection with any accident, injury (including death), loss, or damage arising out of the Participant's attendance at or participation in the Event, including transportation related to the Event.
- (5) Authorize and permit the BorderDuel Track Classic, its agents, and event personnel to administer first aid to the Participant, emergency transportation, and any other medical treatment performed by physicians, paramedics, and other medical personnel, in the event of any illness, accident or injury to the Participant.

**I HAVE READ THIS RELEASE AND WAIVER CAREFULLY, FULLY UNDERSTAND ITS CONTENT, AND
VOLUNTARILY AGREE TO ITS TERMS.**

Signature: _____

Date: _____

Printed Name: _____

Address: _____

City, State, Zip: _____