

**WAIVER, RELEASE OF ALL LIABILITY
AND ASSIGNMENT OF CLAIMS**

As consideration for being allowed to participate in the event described below, I agree:

1. I acknowledge that motor vehicle activity is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of rider's equipment, actions of other people, including, but not limited to, organizers, participants, volunteers, spectators, agents, East Kern Airport District, and its officers, directors and employees. I hereby assume all of the risks of participating in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I certify I am at least eighteen (18) years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.

2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event. I acknowledge that this Accident Waiver and Release of All Liability form will be used by the event holders, sponsors and organizers in which I may participate, and that it will govern my actions and responsibilities at said event. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the event operate my motor vehicle under the influence of any narcotic, alcohol or drug. I certify that I have fully adequate insurance to cover all medical claims, the motor vehicle and any other equipment, and any damage or liability I may ultimately be found responsible for. I further certify that I have all the insurance required by law, I am licensed and competent to operate a motor vehicle.

3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(a) Waive, release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event the following entities or persons: East Kern Airport District and its directors, officers, employees agents and representatives; and

(b) Indemnify and hold harmless the entities or persons mentioned in this paragraph 3 from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event.

Accordingly, I do hereby release and discharge East Kern Airport District and its directors, officer, employees, agents and representatives from all claims, demands, and causes of action of every kind whatsoever for any death, damages and/or injuries which may result from my participation in this event. This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illnesses during the event. I agree to pay for any and all costs related to medical response, treatment, and transport on my behalf.

5. As additional consideration for being allowed to participate in the event described below, I hereby assign to East Kern Airport District any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the action of other riders or anyone that participates in or comes in contact with participants in the event. This assignment is intended by all parties to be a full and complete assignment of any claim I have against East Kern Airport District, its officers, directors, employees, agents and representatives, whether directly or through third parties. The intent of the parties is that East Kern Airport District and its directors, officers, directors, employees, agents and representatives shall be liability free with regard to anything in any way connected with the event.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

DESCRIPTION AND LOCATION OF EVENT

DATE RELEASE SIGNED

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, burn out area, approach area, shut down area, and all walkways, concessions and other areas appurtenant to any area where any activity related to the event shall take place), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted areas and all portions thereof which he enters and with which he comes in contact, and he does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgement that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his use, 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 will leave the restricted areas:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers 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 on account of injury to the person or property or resulting in death of the undersigned, whether caused by the 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 purpose participating in the event;

2. 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 due to the presence of the undersigned in or upon the restricted area 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.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is 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.

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.

PRINT NAME HERE

SIGN NAME HERE

PRINT NAME HERE

SIGN NAME HERE

I HAVE READ THIS RELEASE

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SIGNATURE & TITLE OF WITNESS

ADDRESS

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(READ CAREFULLY BEFORE SIGNING)

Name of Event _____ Location _____ Date(s) Held _____

IN CONSIDERATION of being allowed to participate in any way in the motorsport event or activity indicated above and/or being permitted to enter for any purpose any restricted area (herein defined as any area wherein admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the above motorsport activity or event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate.
2. I/we fully understand and acknowledge that:
 - (a) There are risks and dangers associated with participation in motorsport events and activities which could result in bodily injury, partial and/or total disability, paralysis and death.
 - (b) The social and economic losses and/or damages, which could result from those risks and dangers described above, could be severe.
 - (c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the "Releasees" named below.
 - (d) There may be other risks not known to us or are not reasonably foreseeable at this time.
3. I/we accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the "Releasees" named below.
4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the promoter, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, pit crews, any persons in any restricted area, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the event and each of them, their officers, agents and employees, all for the purposes herein referred to as "Releasees," from all liability to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin for any and all claims, demands, losses or damages on account of any injury, including but not limited to the death of the participant or damage to property, caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise.
5. On behalf of the participant and individually, the undersigned parent(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the "Releasees," the parent(s) and/or legal guardian(s) will reimburse the "Releasees" and their insuring company for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY WITHOUT INDUCEMENT.

1. I HAVE READ THIS RELEASE _____

Parent or Guardian (Signature/Relationship)

_____ Date

2. I HAVE READ THIS RELEASE _____

Parent or Guardian (Signature/Relationship)

_____ Date

Printed Name of Participant: _____

Address of Participant: _____

Printed Name of Parent or Guardian: 1. _____

Printed Name of Parent or Guardian: 2. _____



EVENT SITE ENTRY AGREEMENT AND IMAGE RIGHTS RELEASE

In consideration for being allowed entry into any part of the restricted area (meaning, anywhere inside the gate) of the motorsport event listed below on the dates listed below at the Mojave Air and Space Port, Mojave, California; whether to participate, work, assist, spectate, or for any other reason; each and every one of the undersigned:

1. Acknowledges that he or she has received a copy of, has read, and understands the official "EVENT RULES AND INFORMATION" document for the event specified, including any addenda, corrections or updates that may apply, and agrees that he or she will abide by the rules and procedures contained therein; and further agrees that violation of those rules and procedures may result in sanctions and/or penalties up to and including immediate expulsion from the event and event restricted area without refund of any monies previously paid;
2. Agrees that causing any damage to or destruction of airport property may result in monetary penalties being assessed to cover the costs of repair or replacement of said property; and in particular, agrees that causing damage to or destruction of taxiway or runway marker lights will result in a penalty assessment in the amount of \$500 (Five Hundred Dollars) for each light damaged or destroyed; and further agrees that all such monetary penalties are immediately due and payable should they be assessed;
3. Acknowledges that he or she has received a copy of, has read, understands and agrees to the MKM Racing Refund Policy in effect for the event specified;
4. Grants absolute right and permission to MKM Racing Promotions LLC, or its assignees, to use any photographic images and/or video and/or audio recordings, taken of him- or herself, his or her minor children, and his or her vehicles or other personal possessions at or during any MKM Racing Promotions event, for publication or distribution through any media whatsoever, including the internet, for editorial, advertising, promotional or commercial purposes, as determined by either MKM Racing Promotions or its assignees.

Print Name	City/State	Signature
1. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
2. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
3. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
4. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
5. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
6. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
7. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
8. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
9. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
10. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____
11. _____	_____	I HAVE READ THIS DOCUMENT AND AGREE _____

EVENT: _____ EVENT DATES: _____

LOCATION: Mojave, California WITNESS: _____ DATE: _____