**OUTBACK MOTORSPORTS COMPLEX DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**18576 MCGRITS BRIDGE ROAD, LAURINBURGE, NC**

**RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMINITY AGREEMENT**

**IN CONSIDERATION** of being permitted to enter upon, be permitted at, or use the **OUTBACK MOTORSPORTS COMPLEX** facility (herein referred to as the “Premises”), for any and all purposes and activities including, without limitations, the operation, engagement, racing (competitive or otherwise) or maintenance of any motorized mode of transportation, including without limitations, ATV’s and motorcycles, any and all other activity thereto, including without limitations the passive, casual or active observance of any of the aftermentioned purposes and activities (hereinafter collectively referred to as the “Activities”), the undersigned, on behalf of the undersigned, the undersigned’s personal representative, heirs, next of kin, and any and all persons using the premises for the Activities as a guest of the undersigned (hereinafter referred to as the “Undersigned”):

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall and shall continuously thereafter, inspect every aspect of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, is at any time, the undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee or agent of the owner of the Premises of such and if necessary will leave the Premises and/refuse to participate in the Activities.
2. Hereby releases, waives, discharges and covenants not to sue the owner of the Premises, an individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, their directors, officers, agents and employees (hereinafter referred to as “Releasees”), from all liability the Undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, either caused by the negligence of the Releasees or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the Releassees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the use of the Premises for the Activities 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 use of the Premises for the Activities whether caused by the negligence of Releasees or otherwise.
5. Hereby acknowledge that the Activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. 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 law and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.
7. All minors, being anyone under the age of 18, will be singed for by an adult, being anyone 18 years or older.

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2. Hereby releases, waives, discharges and covenants not to sue the owner of the Premises, an individual engaging in the Activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultants and others who give recommendations, directions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, their directors, officers, agents and employees (hereinafter referred to as “Releasees”), from all liability the Undersigned for any and all loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, either caused by the negligence of the Releasees or otherwise.
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