

**HASPIN ACRES
RELEASE AND WAIVER LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Description and Location of Scheduled Events

Date Signed

The undersigned desires to come upon and/or use Haspin Acres Motorpark and/or its facilities (collectively, the "Motorpark"). To some extent all motor vehicles are potentially dangerous. A participant's decision to come upon and/or use the Motorpark should be based upon his or her own abilities. Haspin Acres Motorpark does not provide medical insurance.

If the undersigned, prior to beginning activities at the Motorpark, doubts his or her ability to participate, feels he or she has not adequately prepared him or herself or his or her equipment, questions the safety or condition of the Motorpark, or believes his or her personal insurance coverages are not adequate to cover the undersigned for any loss that might occur, the undersigned is urged to notify the management of the Motorpark who will immediately refund the undersigned's entry fees.

The undersigned voluntarily accepts and assumes (a) all risks involved in or associated with the undersigned's presence and/or activities at the Motorpark and (B) all responsibility for losses, injury (including without limitation death), costs and damages the undersigned may incur as a result of the undersigned's presence and/or activities at the Motorpark.

In consideration of the undersigned being permitted to come upon and/or use the Motorpark:

1. The undersigned hereby releases and discharges Haspin Recreation Co., Pearl Associates, Inc., and their respective owners, officers, directors, shareholders, members, managers, trustees, affiliates, subsidiaries, employees, contractors, representatives, agents, heirs, executors, administrators, successors, and assigns, as the case may be, both individually and collectively (the "Released Parties"), from all liability, claims, demands, losses or damages (including without limitation any liability, claims, demands, losses or damages based on the negligence or misconduct of the Released Parties) in any way arising out of or in connection with the undersigned's presence and/or activities at the Motorpark. The undersigned hereby waives any and all liability on the part of the Released Parties.
2. The undersigned hereby agrees to be responsible and liable for any and all loss or damage to any property of any of the Released Parties or any other individual or entity that is caused, directly or indirectly, by the undersigned.
3. The undersigned hereby agrees to fully indemnify and hold harmless the Released Parties from and against any and all liability, claims, demands, losses, damages, or expense, including without limitation court costs and attorneys' fees, in any way arising out of or in connection with the undersigned's presence and/or activities at the Motorpark.

THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE TERMS OF THIS RELEASE. THE UNDERSIGNED IS AWARE THAT THIS IS A RELEASE OF LIABILITY. The undersigned acknowledges and agrees that this Release is binding upon the undersigned, and the undersigned's personal representatives, heirs, successors, executors, administrators and assigns and shall inure to the benefit of the respective personal representatives, heirs, successors and assigns of the Released Parties.

SIGNATURE DATE

PRINTED NAME

WITNESS (OR GUARDIAN IF YOU ARE UNDER 18 YEARS OF AGE)

CITY STATE

PHONE

EMAIL