

Allsports Grand Prix

45915 Maries Road, Dulles VA 20166
Tel: 571-434-9566 Fax: 571-434-9570

Driver's Waiver and Release

PLEASE READ CAREFULLY- THIS DOCUMENT AFFECTS YOUR RIGHTS

The undersigned being over the age of 18 ("Driver") has requested that All Sports Grand Prix LLC ("AGP") allow Driver to participate in certain racing activities at AGP's race facility located at 45915 Maries Road, Dulles, Virginia (the "Facility")(which term includes the race track, adjoining staging and viewing areas, locker rooms and all other areas in and outside the building, including the parking lot). The undersigned has been advised and understands that the racing activities in which Driver will participate and the areas in which the racing activities will occur is dangerous and involves a number of risks including death or serious bodily injury. As an inducement of AGP to allow Driver to enter the Facility and participate in the racing activities, Driver, for himself or herself and his or her successors, heirs and legal representatives, does hereby expressly agree and acknowledge as follows:

1. Driver hereby voluntarily assumes any and all risks involved or in any way related to Driver's participation in racing or presence at, within or around the Facility, including, without limitation, the risk of death, bodily injury or property damage resulting from collision between his vehicle and another vehicle, a person or a stationary object, skidding, overturning, sudden stops, braking or accelerating, fire, explosion, the unavailability of emergency medical care, or the negligent or deliberate acts of other drivers or persons.
2. Driver releases and forever discharges AGP, its members, managers, employees and their respective agents, affiliates, successors, heirs and assigns, the owner of the Facility and all persons, directly or indirectly, having any interest therein (together, all of the foregoing being referred to as the "AGP Group"), from, and agrees not to sue them on account of or in connection with, any claims, causes of action, injuries, damages, costs or expenses arising out of the Driver's use of or presence at within or around the Facility, including, without limitation, those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of any member of the AGP Group, including strict product liability without fault. **THE FOREGOING RELEASE IS INTENDED TO BE THE MAXIMUM AND BROADEST RELEASE PERMITTED BY LAW.**
3. Driver waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release does not extend to claims which the person giving the release does not know or suspect to exist at the time or executing the release.
4. Driver agrees to indemnify and hold the AGP Group harmless from and against any and all claims, causes of action, damages, judgments, costs or expenses, including attorney fees, which in any way arise from Driver's conduct at the Facility and any and all damages to the Facility, to any other driver or to any other person caused, directly or indirectly, by Driver, whether by inadvertence, negligence, willful misconduct or otherwise..
5. Driver acknowledges and agrees that Driver has been advised of and understands the safety procedures and rules for participating in racing activities at the Facility; Driver agrees to strictly abide by all safety and other rules and expressly agrees not to participate in any events or utilize the Facility under the influence of drugs or alcohol.
6. Driver agrees that in the event of any accident which may require immediate medical/dental or any other emergency care, in which no next of kin can be notified in a reasonable amount of time through reasonable means, AGP is hereby authorized to take all necessary actions as it relates to immediate medical/dental care, transportation and emergency medical services as warranted in the course of care of Driver. Driver agrees that Driver shall be responsible for all fees and expenses as they relate to this paragraph.

Member ID:

7. Driver further represents that Driver does not have a medical, emotional or other condition that may be affected by using the Facility and participating in AGP events and that will not impair Driver 's ability to understand instructions or to participate in events without creating risk to Driver or other participants.
- 8 With respect to any claim by or on behalf of Driver arising from or related to any acts, incidents or occurrences at the Facility for which AGP may, notwithstanding the foregoing provisions of this Waiver and Release, be found liable, AGP's liability shall be limited to the available proceeds of liability insurance maintained by AGP.

THE UNDERSIGNED HAS READ THIS WAIVER AND RELEASE, UNDERSTANDS THAT BY MAKING THIS WAIVER AND RELEASE, SURRENDERS VALUABLE RIGHTS AND DOES SO FREELY AND VOLUNTARILY. DRIVER UNDERSTANDS THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; HAS SIGNED THIS WAIVER AND RELEASE AGREEMENT AS HIS OR HER OWN FREE ACT AND THAT IF DRIVER HAS ANY DOUBTS CONCERNING ITS CONTENTS, DRIVER WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.

First name:																			
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Last name:																			
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Address:	# _____																		
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City:																			
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State:		
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Zip Code:							
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Telephone																			
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EMAIL ADDRESS:

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Drv. license:																			
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Birth Date:							
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Admission entitles each participant to drive responsibly in accordance with track rules. We reserve the right to deny admission to or remove any person whose conduct threatens or may threaten the safety and enjoyment of other participants or otherwise violates track rules. For safety reasons, any person suspected of being under the influence of drugs or others intoxicating substance will be denied admission or expelled without refund.

Date : ____/____/____ Driver signature: _____