

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

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in **Motorsports Night** and related activities, I, for myself, my successor, heirs, assigns, executors, and administrators;

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will immediately advise the person supervising the event, activity, facility, or area;

2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity

3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity;

4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against **Fortuna Rodeo Association, Fortuna Volunteer Fire Protection District** and **City of Fortuna, Fortuna Chamber of Commerce**, their officers, agents or employees, and agents attributable to my participation in the event or activity;

5. Release, waive, discharge and relinquish **Fortuna Rodeo Association, Fortuna Volunteer Fire Protection District** and **City of Fortuna, Fortuna Chamber of Commerce**, their officers, employees, and agents from any liability, loss, damage, claim, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;

6. Agree that photographs, pictures, slides, movies, or videos of my may be taken in connection with my participation in this event or activity without compensation from **City of Fortuna, Fortuna Chamber of Commerce** or **Fortuna Rodeo Association, Fortuna Volunteer Fire Protection District** and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;

7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity;

8. Acknowledge that **City of Fortuna, Fortuna Chamber of Commerce** and **Fortuna Rodeo Association, Fortuna Volunteer Fire Protection District** are not joint sponsors, joint venturers, partners, or otherwise jointly engaged in the above-named event or activity.

THIS DOCUMENT RELIEVES **FORTUNA RODEO ASSOCIATION, FORTUNA VOLUNTEER FIRE PROTECTION DISTRICT** AND **CITY OF FORTUNA, FORTUNA CHAMBER OF COMMERCE** AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. I HAVE READ THIS DOCUMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN VOLUNTARILY.

PRINTED NAME

SIGNATURE

DATE
