

Santa Fe 500, LLC Release and Waiver

You as a "Participant" in an "Event" sponsored or arranged by the Santa Fe 500, LLC, a New Mexico legal entity ("SF500"), in return for being permitted to attend or participate in this Event agree and acknowledge as follows:

1. Release and agree not to sue SF500, its officers, shareholders, directors, volunteers, agents and employees, advertisers, promoters and owners and/or lessees of premises used to conduct the Event (all of whom are from here on referred to as "Sponsors").for any and all liability relating to this Event regardless of how caused or by whom. This release further extends to other car owners in the Event or Participants except in the case of gross negligence on their part. You agree to hold Sponsors harmless and reimburse and indemnify Sponsors for any expense including attorney fees and any court costs incurred in any legal action or threatened legal action involving you or brought by you without exception. This is a complete and universal release for Sponsors, as broad as permitted by any State in which an Event occurs, and if any part is declared invalid the remainder shall continue in full force and effect. This release covers yourself, your personal representatives, heirs, legatees, employers, employees, agents, insureds.
2. You have read and understand the rules and regulations and understand the oral instructions given by the Sponsors by which the Event is regulated and agree to abide by same including those given during the course of the Event.
3. The driving tour part of any Event is not a test of you or any other Participants' skills, endurance or driving ability and/or of your vehicle, and you will operate your vehicle in accordance with all applicable laws, ordinances and regulations with no exceptions. Speeding is not condoned or permitted and may result in the Participant being asked to withdraw from the Event. No part of any Event is a race or "timed" event and hence speed is not a part of any Event.
4. You will not allow anyone to drive your vehicle or bring in a new vehicle and drive same as a substitute for your vehicle, who has not signed this Release. Should that occur you accept full responsibility and liability, and agree to hold Sponsors harmless as provided in Par 1 above.
5. You will not permit anyone under the age of eighteen (18) to ride in your vehicle without the prior written permission of their parent or legal guardian. You further take full responsibility for anyone riding in your vehicle and agree to hold Sponsors harmless and indemnify Sponsors for any legal costs incurred in defending a legal action or claim brought by any rider in your vehicle just as in Paragraph 1 above.
6. The vehicle to be driven or used by Participant in this Event meets all applicable motor vehicle and highway laws, is in adequate mechanical condition for the Event or tour, and is duly and adequately insured with both liability and collision insurance coverages by a reputable insurance company and agree to provide proof of insurance to SF500 upon request.
7. Participant is not being paid by Sponsors, or for any matter related thereto.
8. Participant is a licensed driver, and agrees to provide SF500 with proof of such upon request.
9. Participant grants Sponsors full rights to all use of news, film, television, publication, merchandising and trade rights associated with Event with no compensation to Undersigned Participant.
10. Driving and riding in an automobile is inherently dangerous. The Undersigned Participant acknowledges that he or she is experienced about automobiles and driving, and that they will do their best to ensure the safety of all Participants.

PARTICIPANT HAS CAREFULLY READ, FULLY UNDERSTANDS, AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT and further agrees that no oral representation, statements or inducements, apart from the foregoing have been made by the Sponsors or anyone acting on their behalf.

PARTICIPANT:

Signature

Date: _____

Print Name