

## **Santa Fe 500**

### **RELEASE, WAIVER, COVENANT NOT TO SUE AND INDEMNIFICATION AGREEMENT**

Throughout this document, Santa Fe 500 a New Mexico organization, its officers, shareholders, directors, agents and employees; Event officials and volunteers; promoters; sponsors; advertisers; and owners and lessees of premises used to conduct the Event, shall be collectively hereinafter referred to as "The Sponsors".

The terms: "Participant" or "Participants", "Releaser" or "the Undersigned" shall be the parties affixing their signatures and printed names to this document.

The "Event" is defined as a driving tour.

By their signatures hereon, the Participants in the Event acknowledge that they 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 the same. Further the participants acknowledge and understand that the driving tour part of the Event is not a test of Participants and/or their vehicles, and they will operate their automobiles in accordance with all applicable laws, ordinances and regulations.

In consideration of being permitted to prepare for, participate in, attend, observe, and display their automobile in the Event, the undersigned Participants, and each of them, hereby agree as follows:

1. In consideration for being permitted to attend, participate, or otherwise take part, in the Event, each person or persons executing this document (the undersigned) does hereby for himself, herself, or themselves; his, her or their personal representatives, heirs, legatees, devisees, next-of-kin, employers, employees, agents, principals, assignees, insurers, and others do unconditionally Release, Waive, Discharge, and Covenant not to Sue any and all Sponsors, Officials, Car Owners, Participants, Promoters, and other persons, in any way, shape, form, or manner, participating in the Event, and do hereby Release said persons, corporations, partnerships and companies as the case may be, from any and all actions, causes of action, suits, liabilities, claims, debts, dues, sums of money, accounts, renderings, reckonings, bonds, bills, specialties, covenants, or promises (whether or not given in writing or under seal) variances, trespasses, damages, judgments, extents, executions, damages and/or demands which Releasers ever had, now have, or hereafter can, shall, or may have, for or upon, by reason of any manner, cause or thing whatsoever, because of any participation in or involvement with the Event in any manner whatsoever.

2. Releaser (also known herein as the "Undersigned" and/or the "Participant") hereby AGREES to indemnify, save and hold harmless the Sponsors from any CLAIMS made by any third person, persons, entity or entities, by reason of any matter indirectly or directly related to the Event, and whether caused by the negligence of Sponsors or otherwise, and in the event CLAIMS are made against said Sponsors, the Undersigned hereby agree to REIMBURSE said Sponsors, in full, for any and all costs of defending said CLAIM or CLAIMS, including, but not limited to, attorneys' fees, court costs, filing fees, transcript fees, service of process, printing, and other costs of litigation, including appeals. 3. Participant hereby assumes full and complete responsibility for, and risk of, bodily injury, death, property damage, or any other type or kind of injury or damage which occurs while the undersigned Participant is participating in, preparing for, observing, promoting, covering for any broadcast or news media, filing, recording, working for, entering for any purpose any "Restricted Area", or in any other way involving himself, herself, or itself with the aforesaid Event and the Undersigned hereby acknowledges that he, she or it is fully aware of the great potential dangers of automobile driving, and the Undersigned is fully aware of the risk inherent in such activities, and the Undersigned knowingly and voluntarily assumes all said risks and accepts full responsibility for any said injuries.

4. THE UNDERSIGNED HEREBY FURTHER RELEASES SPONSORS FROM ANY AND ALL LOSS, LIABILITY, CLAIM OR DAMAGE that they may incur as a result of any and all news media coverage or publicity for this Event, and Participants' participation therein, and does hereby specifically grant unto the Sponsors. and its designees, assignees, agents, servants, and employees, full right and permission to make any and all use of news, film, television, publication, merchandising and trade rights, of any and all kinds, and does hereby expressly agree and grant to the aforementioned corporation, its assignees, agents, servants and employees full right to make unlimited usage thereof for all purposes in connection with this Event, for the present time, and forever, with no payments or compensation to Participants.

5. The Undersigned Participant HEREBY WARRANTS AND REPRESENTS UNTO SPONSORS the following:

- (a) The Undersigned is a duly licensed driver in the State of \_\_\_\_\_.
- (b) The Undersigned understands and acknowledges that driving and riding in an automobile is inherently dangerous. The Undersigned further understands and acknowledges that accidents resulting in serious bodily injury or death can be caused by a wide range of factors, including some which are within the control of the undersigned, such as an error of judgment on the part of the undersigned while driving his automobile, and including other factors which are not under the control or within the knowledge of the undersigned, such as a defective tire, metal fatigue in a crucial suspension part, or erosion of the surface of the road.
- (c) The vehicle to be driven or used by the Participant in this Event meets all applicable motor vehicle and highway laws, is in adequate mechanical condition for the tour, and is duly and adequately insured with both liability and collision insurance coverages by a reputable insurance company.
- (d) That proof of such insurance, in the form of a policy binder or certificate, shall be submitted to Sponsors herein as requested.
- (e) That no passengers below the age of eighteen (18) years will be in the car at any time during the entirety of this Event unless written consent of the parent is given in advance to the Sponsors and acknowledged as having been received. Any passenger in the car under the age of eighteen (18) years shall be the sole responsibility of the Undersigned Participant.
- (f) The Undersigned will not permit anyone to drive a vehicle in this Event who is not registered with the Sponsors and who has not signed the Release, Waiver, Covenant not to Sue, and Indemnification Agreement.

6. The Participant HEREBY EXPRESSLY AGREES that the foregoing Release, Waiver, Covenant not to Sue, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of any state in which the Event is conducted, and that if any portion thereof is held invalid, it is hereby expressly agreed that the remainder of this document shall continue in full legal force and effect.

7. Participant HEREBY ACKNOWLEDGES that the Participant is not being paid by the Sponsor for his, her or its participation in the Event, nor for any matter related thereto.

8. Participant HEREBY FURTHER AGREES that there shall be no time limit on the Releases, Waivers, Discharges, Covenants not to Sue, Indemnifications and Hold Harmless Clauses and Assumptions of Risk taken pursuant to this document. That all said agreements and representations shall continue from this date forever and shall protect the Sponsors from exposure in any way, directly or indirectly, resulting from the said Event, from the date of this document to the end of time.

9. Participant HEREBY ACKNOWLEDGES that the tour part of the Event is not a race or speed contest and is not in any way, form, or manner intended to subvert the salient laws and regulations of this country, nor of any state, county, parish, town, city, or village, or other municipal body. The Undersigned specifically acknowledge and state that no high-speed motoring will be done during the Event.

10. THE UNDERSIGNED HAS CAREFULLY READ, FULLY UNDERSTAND, 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.

WITNESS: PARTICIPANT:

Sign name \_\_\_\_\_

Print name \_\_\_\_\_

Date \_\_\_\_\_