

Liability Waiver and Release Agreement

Name and Likeness Release

As a condition of my being permitted to compete in the Dr. No Racing Event, (hereinafter "Event") I hereby grant Dr. No Racing, any media, production companies, or distributors permission to utilize my appearance, name, voice and likeness in connection with Dr. No Racing, the Event, publicity for the Event and future editions of the Event, and in connection with the promotion of the Event in any and all manner and media throughout the world in perpetuity, in exchange for my participation in the Event. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign to Dr. No Racing all right, title, and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness have been captured in connection with the above to distributors, along with full rights of assignability in exchange for my participation in the Event.

Initials_____

Physical Condition

I am physically fit to participate in the event(s) in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

Initials_____

Equipment and Facilities Inspection

I agree that before I participate in the Event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the event of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.

Initials_____

Assumption of Risk

I understand that I, and each participant in the Event will be engaging in activities that involve the inherent risk of serious injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Event) and from the rules of play, the challenges of the event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or the sponsors, organizers, and volunteers, and may not be foreseen or reasonably foreseeable by anyone at any time. I assume all of the foregoing risks, know and unknown including the risk of any negligence by other participants, or by the organizers, sponsors, or volunteers of the Event and their respective owners, directors, officers, employees, or agents, and the risk of injury caused by the condition of any property, facilities, or equipment used during the Event and accept personal responsibility for any injury (including, but not limited to personal injury, death, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation or attendance at the Event.

Initials_____

Liability Release and Indemnity Agreement

I hereby release and forever discharge and agree to save and hold harmless the Event, Dr. No Racing, Neil Orta, the organizers and promoters of the event, the municipality and/or political subdivision in which the event is held, respective parent entities and their subsidiaries and volunteers associated or affiliated with Dr. No Racing, the owners, leasers and lessees of the property, facilities and equipment used in connection with the Event, including the respective organizers, directors, officers, employees, and agents individually or collectively, and the other participants in the Event (each such entity or individual being referred to as a "Released Party") of and from any and all injuries including, but not limited to personal injury, disability, dismemberment and death, illness, damage, loss, claim, liability, or expense, of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party and that arise out of or in connection with the Event or my participation or attendance at the Event.

Initials_____

Medical Treatment

In connection with any injury that I may sustain or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by any attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents, or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

Initials_____

Severability of Provisions

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provisions herein found by a court to be void and unenforceable shall not affect the validity or enforceability of any other provisions.

Initials_____

Entire Agreement-Changes

The Liability Waiver and Release Agreement constitutes the entire Agreement between me, Dr. No Racing, and the Event. No change in this Waiver and Release Agreement will be valid until each change is approved and signed by an authorized representative of Dr. No Racing. No agent has authority to change this Waiver and Release Agreement or to waive any of its provisions.

Initials_____

I HAVE READ AND HAVE UNDERSTOOD THIS RELEASE OF LIABILITY WAIVER AND RELEASE. I UNDERSTAND THAT BY SIGNING I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.

Signature

Date

Print Name

Address

IF THE PERSON EXECUTING THE RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED BY A PARENT OR LEGAL GUARDIAN.

I represent that I am a parent or guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound thereby.

Parent or Guardian Signature

Date

Parent or Guardian Name

Address

Relationship to Minor