

**COMMUNICABLE DISEASE EXPOSURE AND INFECTION ASSUMPTION
OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

APPLIES FOR ALL MIDWEST 356 CLUB ACTIVITIES ONE YEAR FROM JULY 1, 2020 THROUGH JUNE 30, 2021

As lawful consideration for my being granted access to this facility or event ("FACILITY"), and being permitted to participate in its activities, including but not limited to being allowed to drive, compete, crew, officiate, spectate, observe, work, volunteer, participate in any way or otherwise be granted entrance to FACILITY for any reason ("ACTIVITIES"), and by signing below, I acknowledge that I have read, understand, and agree to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representatives, heirs and next of kin, agents and principals:

1. The novel coronavirus, COVID-19, also known as "severe acute respiratory syndrome coronavirus 2 ("SARS-CoV2") has been declared a worldwide pandemic by governments and public health agencies. SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious. COVID-19 and other communicable, contagious and/or infectious diseases, (collectively, "DISEASE") can be spread by exposure to people or otherwise.
2. The unavoidable risk exists that I will become exposed to and/or infected with DISEASE, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition (collectively "AFFLICTED"), whether now known or unknown, from DISEASE.
3. No one, including RELEASEES as defined below, can eliminate the risk that I will become exposed to or infected by or otherwise experience DISEASE. I am personally responsible for following the DISEASE mitigation guidelines and restrictions of federal, state/provincial, county or other applicable authority including those of FACILITY. I understand that being AFFLICTED by DISEASE may result from the actions, omissions, or negligence of myself and others, including, but not limited to, RELEASEES as defined below.
4. I voluntarily, and knowing the foregoing risks, assume these risks and accept sole responsibility that I may be exposed to and/or AFFLICTED by DISEASE by entering FACILITY or participating in ACTIVITIES. If I choose not to assume these risks, I will neither enter FACILITY nor participate in ACTIVITIES, and by staying at FACILITY I affirm my continuing acceptance of all such risks.
5. I hereby RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE THE MIDWEST 356 CLUB or its zones or regions, FACILITY owners, FACILITY operators, the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, any persons in any restricted area, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct ACTIVITIES, premises and event inspectors, those who clean and maintain FACILITY, concessionaires and vendors, volunteers, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or ACTIVITIES, and for each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, collectively referred to as "RELEASEES", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, agents and principals FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR, WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE INCLUDING EXPOSURE TO DISEASE, THAT MAY RESULT IN ILLNESS, INJURY, DISABILITY AND/OR DEATH. I understand and agree that this release includes claims based on the actions, omissions, or negligence of any RELEASEE whether DISEASE exposure occurs before, during, or after entry to FACILITY and/or participation in ACTIVITIES at FACILITY.
6. I hereby agree to INDEMNIFY and SAVE AND HOLD HARMLESS the RELEASEES and each of them from any loss, liability, damage, or cost (including their attorneys' fees and costs) that I may incur arising out of or related in any manner to my attendance at or participation in ACTIVITIES.
7. SEVERABILITY AND ENFORCEMENT. This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which ACTIVITIES are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at any FACILITY during dates noted above.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT, DIRECTLY OR INDIRECTLY, TO SUE THE RELEASED PARTIES.

Signature:	Address:
Printed Name:	Mobile #:
Date:	