

El Valle Motorsports Waiver and Release of Liability

Assumption of Risk, Waiver of Liability and Indemnity Agreement

1. **Assumption of Risk.** I voluntarily assume all risk and liability for the loss or damage to the Rental Property obtained from El Valle Motorsports for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the Rental Property. _____

2. **Waiver and Release of Liability.** I agree to now and forever waive, release and discharge El Valle Motorsports from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of the Rental Property . This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. I represent and warrant that I have considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and I voluntarily assume that risk as part of this agreement. This release applies even if El Valle Motorsports was negligent or otherwise at fault. In addition, THE UNDERSIGNED EXPRESSLY WAIVES ALL RIGHTS UNDER ANY LOCAL, STATE or FEDERAL LAW stating that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement. _____

3. **Indemnification.** I agree to indemnify, defend (by counsel reasonably acceptable to El Valle Motorsports), protect and hold El Valle Motorsports free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the Rental Property . These indemnities apply even if El Valle Motorsports was negligent or otherwise at fault. _____

4. **I understand the effect of signing this document, specifically, that I am forfeiting important legal rights and incurring important legal responsibilities.** _____

5. **I am executing this document voluntarily and I fully understand its terms.** _____

6. **I understand and agree that this document binds me, my heirs, assigns, executors, and administrators, and expressly and specifically protect El Valle Motorsports including their heirs, employees, officers, directors, and shareholders.** _____

7. **I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Country of Panama, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.** _____

Date

Printed Name

Signature

Name and Phone Number of Person to Call In Event of Emergency