

## SHILOH RIDGE RACEWAY/SHILOH RIDGE PARK PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT

I understand and acknowledge that the all terrain vehicle, trucks, cars, racing machines of any kind, and all other activities of any kind, that might be engaged in as a participant or spectator bears certain risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, my property or to spectators or other third parties.

Being aware of the above risk as stated in paragraph 1. (one.) I EXPRESSLY AGREE, COVENANT, AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITY AND RISKS FOR INJURY, DEATH, ILLNESS, OR DISEASE, OR DAMAGE TO MYSELF, TO OTHERS OR TO MY PERSONAL PROPERTY ARISING FROM MY PARTICIPATION IN THIS ACTIVITY OF RACING, RIDING OR ANY OTHER ACTIVITY ON SHILOH RIDGE RACEWAY OR SHILOH RIDGE PARK. I acknowledge that my participation in any activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I further acknowledge that if I am participating in this activity or any activity, that each is an inherently dangerous activity, I also understand that Shiloh Ridge Raceway or Shiloh Ridge Park makes no express or implied representation as to the condition of any roads, buildings, gates or other improvements on the Shiloh Ridge Raceway or Shiloh Ridge Park on which the activities will take place. I also understand that I may be exposed to other dangerous conditions, risks and hazards on Shiloh Ridge Raceway or Shiloh Ridge Park, including, but not limited to, poisonous snakes, insects and spiders, blinds and tree stands, erosion and general conditions of the land both on and off roadways, which may create hazardous driving and walking conditions, animals both wild and domestic, which may be diseased and are potentially dangerous; deep water, other persons with all terrain vehicles on or off Shiloh Ridge Raceway or Shiloh Ridge Park property. I EXPRESSLY ACKNOWLEDGE THE EXISTENCE OF ALL SUCH RISKS, HAZARDS AND DANGERS WHICH I MAY BE EXPOSED TO ON SHILOH RIDGE RACEWAY/SHILOH RIDGE PARK PROPERTY.

Further, in exchange for right to enter the Shiloh Ridge Raceway/Shiloh Ridge Park property and engage in the activities described above, I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify Shiloh Ridge Raceway/Shiloh Ridge Park, its agents or employees, owners, and all of the persons or entities from any and all liability, claims, demands, actions or rights of all actions, which are related to, arise out of, or in any way connect with my participation in this all terrain vehicle activity or any activity, including specifically but not limited to the negligent acts or omissions of Shiloh Ridge Raceway/Shiloh Ridge Park, its agents or employees, volunteers, owners, and all other persons or entities for any and all injury, death, illness or disease, and danger to myself or my property. IN SIGNING THIS DOCUMENT, I EXPRESSLY ACKNOWLEDGE THAT I AM RELEASING SHILOH RIDGE RACEWAY/SHILOH RIDGE PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS AND EMPLOYEES, VOLUNTEERS FROM LIABILITY FOR DAMAGES CAUSED BY THE NEGLIGENCE OF SHILOH RIDGE RACEWAY/SHILOH RIDGE PARK AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, GUESTS AND EMPLOYEES OR VOLUNTEERS.

I understand that by indemnifying Shiloh Ridge Raceway/Shiloh Ridge Park should it become necessary for Shiloh Ridge Raceway/Shiloh Ridge Park or someone on Shiloh Ridge Raceway/Park's behalf, to incur attorneys' fees and costs to enforce this agreement, or any portion thereof, I agree to pay Shiloh Ridge Raceway/Park reasonable costs and attorneys' fees arising there from.

The release, discharge and indemnification voluntarily given by me herein shall extend to, and for the benefit of, any corporation, partnership or other entity affiliated with Shiloh Ridge Raceway/Park, its operations or the property or with which Shiloh Ridge Raceway/Park may be affiliated in connection with its operations or the property in any capacity, including but not limited to as a partner, landowner, volunteer, limited partner, shareholder or otherwise.

I certify that I have sufficient health, accident, and liability insurance to cover any bodily injury or property damage I may incur while participating in this event and to cover bodily injury or property damage caused to a third party as a result of my participation in the activities described above. If I have no insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

If any provision of this Participant Release and Indemnification Agreement is or may be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Phone Number \_\_\_\_\_

Signature of Participant \_\_\_\_\_

If Under 18 Signature of Parent/Guardian \_\_\_\_\_ Drivers License  
# \_\_\_\_\_

State Of \_\_\_\_\_

County Of \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_

Notary Seal \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_