

**PARTICIPANT RELEASE AND
OWNER OF MOTORIZED VEHICLE RELEASE
OF PROPERTY OWNER AND PROMOTER**

THIS RELEASE, made and entered into as of this date given by the undersigned, hereinafter referred to as "Participant" and/or "Owner of Motorized Vehicle", for the purpose of releasing The Great American Park, L.L.C., (Promoter) its members, agents, employees, successors and assigns; and, GF, L.L.C. and William A. Floyd, (Property Owners) its members, agents, employees, successors and assigns, from any and all liability associated with my voluntary participation in an off-road motorized vehicle racing event held and/or my operation of an off-road motorized vehicle on or about the premises where a racing event is being held this date.

WITNESSETH:

WHEREAS, Participant/Owner of Motorized Vehicle is over the age of 19 years, not suffering from any mental defect or deficiency, or, if under the age of 19 years, has obtained the permission from his/her parent/guardian to be involved in a off-road motorized vehicle racing event and to operate said off-road motorized vehicle on the premises where this off-road racing event sponsored by The Great American Park, L.L.C., and located on real property owned by GF, L.L.C. and William A. Floyd; and

WHEREAS, Participant/Owner of Motorized Vehicle acknowledges that by participating in said event, Participant assumes certain risks in that the event involves inherently dangerous activities; and the Owner of Motorized Vehicle acknowledges that by him/her bringing his/her own off-road vehicle to said event, solely as a convenience to said Owner, with no benefit to The Great American Park, L.L.C. or to GF, L.L.C. or William A. Floyd, Owner assumes any and all risks associated with Owner's operation of said off-road vehicle in and around an inherently dangerous activity; and

WHEREAS, Participant/Owner of Motorized Vehicle does, of Participant/Owner's own free will, desire to assume all of the inherent risks associated with such racing activities and motor sports, and assumes any and all risks of accident and injury, not only to Owner of Motorized Vehicle, but to any passenger(s), guest(s), or invitee(s) that Owner may allow to ride on Owner's off-road vehicle, and for good and valuable considerations, the receipt of which Participant/Owner of Motorized Vehicle acknowledges; and

WHEREAS, Participant/Owner of Motorized Vehicles does, of Participant/Owner's own free will relinquishes any and all rights and authorizes The Great American Park, L.L.C., to use any and all photographs, videos, and/or any other media taken on the premises to be used by The Great American Park, L.L.C., as it deems fit for promotion of said business. Participant/Owner does hereby agree as follows,

RELEASE OF The Great American Park, L.L.C. and RELEASE OF GF, L.L.C. and William A. Floyd,

Participant/Owner of Motorized Vehicle hereby releases, The Great American Park, L.L.C. and GF, L.L.C. and William A. Floyd, its employees, member(s)/owner(s) of the company, its agents, assigns, and successors in interest, from any and all past, present, or future claims, claims for attorney's fees, demands, obligations, actions, causes of action, damages, costs, losses, expenses and compensation of any nature whatsoever, whether know or unknown, whether based on criminal law, tort, contract, common law, state or federal statutory law, state or federal discrimination statutes or other theory of recovery and whether for compensatory and/or punitive damages, which Participant/Owner of Motorized Vehicle, Participant's/Owner's executors and/or administrators now has or otherwise may be acquired on account of, or in any way growing out of or which are the subject of any matter whatsoever involving this inherently dangerous event or involving the operation of his/her off-road vehicle before, during and after this event.

INDEMNITY. I, the undersigned, do hereby expressly stipulate and agree to indemnify and hold forever harmless The Great American Park, L.L.C., and GF, L.L.C. and William A. Floyd, its member(s), officers, owner(s) and their respective heirs, administrators, executors, present and former employees, agents, successors and assigns, against any and all claims, demands and actions which may hereafter and at any time be made or instituted against the said The Great American Park, L.L.C. and/or GF, L.L.C. and William A. Floyd for the purpose of enforcing any claim, of any nature, arising up to and inclusive of this date.

By evidence of my signature below, I hereby agree to abide by all of the rules of The Great American Park, LLC.

Participant and/or Owner of Motorized Off Road Vehicle (Signature)

Printed Name

Date

Over Nineteen (19) Years of Age? Yes No

If Under 19 years of age

Parents/Legal Guardian Signature evidencing permission

Parents Printed Name