



# WAIVER & RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

VALID FOR Northern Illinois Drag Boat Association (NIDBA) SANCTIONED EVENTS ONLY

**Racing Date or Season**

**Location**

**Date Signed**

IN CONSIDERATION of being permitted in RACING PROGRAMS, to enter for any purposes the RESTRICTED AREA (herein defined as including, but not limited to, the racing surface, pit areas, launch area, and all walkways and concessions, and other appurtenant areas where any activity related to the Event or where admittance to the general public is prohibited), or to compete, officiate, observe, work for, or for any purpose participate in the Event, each of the Undersigned, for himself and personal representatives, assigns, heirs, and next of kin, agrees, and on the direct representation that the Undersigned has, or will immediately inspect such RESTRICTED AREA, constitute an acknowledgement that the Undersigned inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purposes of the program for which this Waiver and Release applies, and further agrees and warrants that if, at any time, the Undersigned is in or about RESTRICTED AREAS and feels anything to be unsafe, the Undersigned will immediately advise the OFFICIALS of such and will leave the RESTRICTED AREAS.

1. HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, the Northern Illinois Drag Boat Association (NIDBA), its clubs, their officers and MEMBERS, officials, boat owners, drivers, pit crews, PARTICIPANTS, promoters, sponsors, advertisers, owners, and lessees of PREMISES used to conduct the event, and each of them, their officers and employees, all for purposes herein referred to as "RELEASEES", from all liability to the Undersigned, and the Undersigned's personal representatives, assigns, heirs, and next of kin for all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in death of the Undersigned, whether caused by the negligence of RELEASEES or otherwise while the Undersigned is in or upon the RESTRICTED AREA, and/or competing, officiating in, observing, working for, or for any purpose participating in the Event.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or cost they may incur due to the presence of the Undersigned in or upon the RESTRICTED AREA, or in any way competing, officiating, observing, or working for, or for any purpose participating in the Event, and whether caused by the negligence of the RELEASEES or otherwise; and

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of RELEASEES or otherwise while in or upon the RESTRICTED AREA, and/or while competing, officiating in, observing, working for, or for any purpose participating in the Event.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the activities of the Event are very dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that this Waiver of Release of Liability and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the law of the province or state in which the Event is conducted, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

**Participant's Signature**

**Printed Name**

**Status: (Driver, Crew, Officer)**

**Signature & Title of Witnessing NIDBA Officer / Representative:**