

Assumption of Risk, Waiver and Release of Liability

In consideration for being permitted to participate in the Track Laps for Charity benefiting the Arizona Accelerator Charities a Donor Advised Fund of The NASCAR Foundation being held at Phoenix Raceway on October 17, 2020 (“Activities”), the undersigned assumes all risk for such participation and hereby forever releases, waives and discharges Phoenix Raceway, LLC, Motorsports Charities, Inc., their parents and their subsidiaries, limited liability, and affiliated companies, and each of their respective shareholders, officers, directors, employees, and agents (collectively “PR Released Parties”) from any and all liability in connection with said Activities, for any and all loss or damage, and any claim, or demand on account of injury or death whether caused by the negligence by PR Released Parties.

VEHICLE DRIVER: By signing below, I attest that I (i) am the registered owner of the vehicle being used for the Activities, (ii) hold a valid drivers’ license (evidence of which shall be presented at the time of the Activities); and (iii) maintain vehicle liability insurance on the vehicle being used for the Activities as required by the State in which said vehicle is registered.

Further, the undersigned shall indemnify, defend and hold harmless PR Released Parties from and against any and all liability, loss, damage, reasonable expenses, court costs and reasonable attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) any claim of loss or damage to property or of death or injury to persons, resulting from the Activity; (ii) any claim of damage resulting from the acts or omissions of the undersigned, or (iii) any claim of damage resulting from the undersigned’s breach of this Agreement.

Accepted and agreed to this _____ day of _____, 2020.

By: _____

Print Name: _____

DRIVER

PASSENGER

Witness: _____

Print Name: _____