

## **WAIVER AND RELEASE OF LIABILITY FOR MOTORCYCLE OPERATOR**

By signing and entering into this Waiver and Release, you are representing and acknowledging that you have been advised that the act and event you are intending to do is extremely dangerous and you could die or sustain serious personal injuries.

**I have been advised and informed that another motorcycle rider participating in the identical series I will be doing was previously killed and others have been seriously injured. I know what I am proposing to do is dangerous, I could sustain fatal or serious personal injuries, and I accept this and all these risks.**

In consideration for allowing me to ride a motorcycle in the Dirt Track at Texas Motor Speedway ("TMS") and participate in this motorcycle race which is otherwise a restricted area, **I understand and agree that I am releasing from all liability Texas Motor Speedway, LLC ("TMS"), Speedway Motorsports, LLC ("SM"), Sonic Financial Corporation, Speedway Motorsports Holdings I and II, and each of their related and affiliated companies, and collectively all of the officers, directors, members, owners, successors, assigns, employees, contractors, tenants, and agents of the aforementioned entities (collectively known as "Released Parties") from any and all claims, injuries, death, and liabilities agreeing as follows:**

**I understand that motorcycles and participating in a motorcycle race is dangerous and I could get injured, if not fatally wounded.** I understand that the motorcycle and its equipment or engine could possibly malfunction, the motorcycle could crash, or another motorcycle rider could crash into me and I could be injured, sustain injuries or die. Knowing all these risks, I accept them, and understand my presences in these areas could result in me sustaining personal injuries, burns, paralysis, including serious injury or death. I am aware of the COVID-19 Pandemic, know that COVID is contagious, and that I may be in close contact with others that may infect me causing me serious personal injuries or death. **I understand all these risks and waive any cause of action including one for negligence or other misconduct I have or may have against Released Parties.**

I additionally represent that I am aware of all these risks including the fact that I may die or be seriously injured because of riding on this motorcycle and participating in this race. Further, I represent that I am over the age of eighteen (18), I am of sound mind, I have no health condition that increases my chance of having a heart attack or stroke, I am not under the influence that may impair my judgment, and I have presented this waiver to an attorney of my choosing. I additionally represent that I have signed this Waiver and Release of Liability in the State of Texas.

Released Parties do NOT represent to you that this event is safe, or that it is free of dangerous conditions. Released Parties have not verified or checked the track conditions, and had nothing to do with its design, installation, or construction. Released Parties are not in the business or building or designing motorcycle courses or tracks that you will participate on. Released Parties do not know if the course or track is safe for use, in good condition, and make no representations as to its safety.

**I agree and understand that if I get injured or fatally wounded that I am forever and finally releasing all of the Released Parties for negligence, gross negligence, product liability, premise defects or dangerous conditions, all injuries I may sustain, all damages I may incur, and that any claim or suit I could have against any of the Released Parties is forever barred**

and I will have no legal recourse against them. I likewise agree that I am releasing all Released Parties for any claims and causes of action I could bring against them on behalf of myself and any minor children for all injuries or death to them or me. I additionally agree that I am releasing any claim my family, guardian, representative and/or estate may have by reason of my injury or death, and agree not to file a suit against Released Parties in any capacity including on behalf of any person.

I agree to indemnify and hold harmless the Released Parties as to all lawsuits, claims, damages, costs and attorney's fees, including claims as to Released Parties sole or contributory negligence that arise out of my presence on these premises or because of riding in this event or motorcycle. I am additionally instructing my spouse, parents and family members, my estate or any guardian appointed to act on my behalf to not initiate any claim or suit against the Released Parties. I am likewise instructing and agreeing to Released Parties that my estate, if necessary will indemnify, defend, and hold harmless all Released Parties for any and all claims against them that arise out of this event, or any injuries to me, or related to my death. I agree that all disputes or interpretations of this Release of Liability shall be enforced by the laws of the State of Texas and shall be decided solely by the Denton County District Court, Denton County, Texas.

I am likewise representing that if I am married or otherwise have any adult who could legally file a suit against TMS or Released Parties that I have advised them of this Waiver and Release releasing TMS and Released Parties prior to my participation in this event and motorcycle stunt.

**I have read this entire Release of Liability, understand its terms, agree to all its terms, and know that I am releasing all Released Parties as stated, and agree to indemnify and defend them.** Signed and agreed to this day in Denton County, Texas.

May \_\_\_\_\_, 2021

By: \_\_\_\_\_  
(Signature of Motorcycle Operator) (Print Full Name Clearly)

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**My signature above represents that I have read, understood, and agree to this entire Release of Liability.**