



Blackhawk Farms Raceway Automotive Track Day Helmet Rental Agreement

NON RACE EVENTS

Please fill in the information below:

Name _____ Date of Event: _____

Address _____

City, ST: _____ ZIP: _____

Phone: _____

Blackhawk Farms Raceway Rental Release and Wavier of Liability, Assumption of Risk, and Indemnity Agreement for Automotive Track Days.

IN CONSIDERATION of being permitted to rent protective garments made available by Blackhawk Farms Raceway, to participate in any way in the EVENTS(S) and/or being permitted to enter for any purposes any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. The rental price of a helmet is \$25 with a \$150 crash damage deposit, if I fall in any way and/or damage the helmet in any way, I agree to the forfeiture of the \$150 deposit which is my total limit of liability regarding the helmet. Provided the helmet is returned undamaged, the full deposit will be returned. Furthermore, if I fall and wish to continue, I agree to an additional deposit of \$150 under the same terms as the previous statement. Provided the suit is returned without additional damage, the second deposit will be returned.
2. Blackhawk Farms Raceway, LLC and Old Dog Motorsports LLC make no expressed or implied guarantee, warranty or claim that the helmet will protect against any and/or all injuries.
3. I know the nature of the EVENT(S): I will inspect the premises, facilities and equipment to be used, or with which I may come in contact. IF I BELIEVE ANYTHING UNSAFE, I WILL LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIAPTE FURTHER IN THE EVENT(S).
4. I fully understand that : (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involved RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE.

5. I HERBEY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR PART, BY THE NEGLIGENCE OF THE "RELEASEE" NAMED BELOW.

6. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Blackhawk Farms Raceway LLC, Old Dog Motorsports, LLC, the promoters, participants racing associations, event sponsors, sanctioning organizations, or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, instructors, rescue personnel, and any persons in any Restricted Area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred as "Releasees" FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME including but not limited to, death or damage to property, CAUSED OF ALLEGED TO BE CAUSED, IN WHOLE OF IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

7. If, despite this release, I or anyone on my behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATIONS EXPENSE, ATTORNEY FEES, LOSS, LIABILTY, DAMAGE, OR COSTS THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

8. I SIGN THIS AGREEMENT ON MY BEHALF.

I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARYILY AND WITHOUT INDUCEMENT.

Signature of Participant

Date

Printed Name of Participant

Signature of Witness

Date

Printed Name of Witness