

To be completed by BuDu Racing, LLC Staff. Please do not fill in

ROAD RACE SERIES AT PACIFIC RACEWAYS 2018 ~ ENTRY FORM \*\*PLEASE ASK FOR A MINOR WAIVER IF <18\*\*

Participant Information - Please print legibly

USAC #		Team Name	
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Name (first and last) \_\_\_\_\_ Age@end of 2018 \_\_\_\_\_ Gender  M  F

Address \_\_\_\_\_ Email address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Emergency contact Name \_\_\_\_\_ Phone \_\_\_\_\_

**If you do not have a medical insurance policy, please do not participate.**

**Assumption of Risks, Release of Liability, Hold Harmless & Indemnification**

By signing below, I hereby certify that I have read each and every section below, understand the meaning of such sections, and agree without reservation to the terms contained therein.

**Section 1. General.** I understand that the event that I am signing this *Assumption of Risks, Release of Liability, Hold Harmless and Indemnification* (hereinafter "Release") for is a dangerous sport in which crashes and accidents are frequent, is an extreme test of my physical and mental limits, and carries with it the risk of extreme injury, death, and property damage. **By participating, I accept all risks, whether stated herein or not, and agree that I will not submit any demand or file any legal action or otherwise attempt to recover anything of any value, for any reason whatsoever, from Pacific Raceways, Pacific Raceways, INC., Race Track, LLC., J Dan Fiorito, JR., Jason Fiorito, and Andrea Kester d/b/a Pacific Raceways and any of its owners, employees, contractors, agents and volunteers (hereinafter Pacific Raceways), BuDu Racing, LLC, and any of its owners (Rory and Deanna Muller), employees, contractors, agents, sponsors or volunteers (hereinafter BDR, LLC), and Northwest Tri and Bike, any of its owners or employees (hereinafter NWT&B) in the event that I am injured in any way, or suffer death or property damage.**

**Section 2. Assumption of Risks.** I accept all risks, whether known, unknown or readily apparent to me, including but not limited to:

- Road or Facility Hazards - which include but are not limited to cracks, holes, bumps, grooves, rocks, asphalt, concrete, leaves, branches, garbage, auto parts, metals, rubber, glass, water bottles, any object of any kind owned or maintained by Pacific Raceways or left on the event property; other participants or the equipment of other participants; other objects of any kind at any location on the grounds of the venue; animals or animal carcasses; slippery chemicals including but not limited to oils, fuels, lubricants, tar, or water; and other objects or road debris of any and all kind whether mentioned above or not, all of which may, either directly or indirectly, and in whole or in part, cause injury, death or property damage.
- Hazards Caused By Spectators, Pacific Raceways or BDR, LLC or NWT&B - which include but are not limited to people who physically interfere with event participants; people who fail to contain children or pets who may interfere with event participants; operators of motor vehicles; people who may leave objects in the way of event participants; the manner in which the course is set up by BDR, LLC; the equipment used by BDR, LLC during the event; the manner in which riders are categorized; the times in which categories are started or allowed to overtake each other; the manner in which court marshals or BDR, LLC conducts themselves or directs riders; the failure of BDR, LLC to terminate or alter an event due to conditions such as darkness, rain, wind, other adverse weather or acts of nature; the failure of BDR, LLC to provide or summon medical assistance; and any other act which may, either directly or indirectly, and in whole or in part, be the cause of injury, death or property damage.
- Hazards Caused by the Participants in the Event - which may include but are not limited to actions, or the failure act, of participants which cause accidents and crashes; the failure of bicycle equipment; hazards and stress associated with physical and mental stress and exertion; hydration or nutritional deficiencies; and any other physical, mental or medical condition caused directly or indirectly by any participant in the event.

**Section 3. Assumption of Defects.** I acknowledge that there may be defects with the event venue, and that some of the defects may be known to Pacific Raceways or BDR, LLC, and not disclosed to me. By participating in this event, I have assumed the duty to inspect the venue, and agree that this Release shall apply to all defects even if known by Pacific Raceways or BDR, LLC or NWT&B and not disclosed.

**Section 4. Hold Harmless and Defend.** In consideration for permitting me to participate in this event (A) I hereby hold harmless Pacific Raceways, BDR, LLC and NWT&B from any and all liabilities, claims, and demands that would normally be available as a result of any injury, damage, or condition that I may suffer as a direct or indirect result of this event, whether or not caused by the negligent or reckless acts of Pacific Raceways or BDR, LLC or NWT&B; and (B) I further hereby indemnify and agree to defend Pacific Raceways, BDR, LLC NWT&B in the event that any of my beneficiaries, assigns, dependents, relations, associates, agents, powers of attorney or any other person or entity may have or file a claim for any injury, damage, or condition I suffer as a direct or indirect result of my participation in this event and whether or not such injury, damage, or condition is caused by the negligent or reckless acts of Pacific Raceways or BDR, LLC or NWT&B, such that if any claim is filed against Pacific Raceways or BDR, LLC or NWT&B, myself or my estate will wholly and completely defend such claim and pay any and all judgments, costs, fees, penalties and attorney's fees (including the attorneys fees of Pacific Raceways, BDR, LLC and NWT&B or their respective insurers), which may be ordered or available to such claimant.

**Section 5. Applicability to All Pacific Raceways Events.** I acknowledge, understand and agree that this Release shall apply to all Road Race Series at Pacific Raceways events held during the year of my signature, and that in the event that I wish to revoke or withdraw such Release, such revocation or withdrawal shall only be effective if and when it is made in writing and delivered, in person, to BDR, LLC, and further, that such revocation and withdrawal shall only apply to events that occur after the receipt of such revocation and withdrawal by BDR, LLC.

Signature of Rider \_\_\_\_\_ Date: \_\_\_\_\_

