



**The Farm 5<sup>th</sup> Scale Raceway  
Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement**

**Participant Name:** \_\_\_\_\_ (the "Participant")

**Age of Participant (if under the age of 19):** \_\_\_\_\_

1. I agree as a precondition to the Participant's participation in the Raceway and in consideration of the Farm 5<sup>th</sup> Scale Raceway allowing the Participant to do so, that I will strictly be bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Agreement").

2. I acknowledge that accidents can occur with or without any fault on the part of the Participant, the Farm or the Agents and that participation in the Raceway is at the Participant's own risk.

3. In the event of any accident or illness affecting the Participant, I authorize the Farm and the Agents to authorize, on my behalf, all procedures, including admission to hospital and any necessary treatment therein deemed essential for the care and well being of the Participant. Such action is only to be taken when immediate authorization from the undersigned cannot be obtained. It is understood that the Farm and the Agents are not responsible for any medical care costs.

4. I understand and fully accept that the Farm reserves the right, at any time, to refuse, without penalty or any obligation to refund any amount paid, continued participation in the Raceway by any person who at the sole discretion of the Farm agents becomes a hazard to themselves, other Raceway participants, Raceway staff or animals.

5. I hereby waive any and all claims which I may have against the Farm and the Agents and release and indemnify the Farm and the Agents from any and all liability for injury, death, property damage or any other loss sustained by the Participant or the Participant's next of kin as a result of participation in the Raceway, due to any cause whatsoever, including, without limitation, negligence, breach of contract, or breach of any statutory or other duty of care by the Farm or the Agents.

6. I acknowledge and agree that this Agreement limits the liability of the Agents to the same extent as it limits the liability of the Farm, even though the Agents are not formal parties to this Agreement.

I have read this Agreement and understand that it contains a promise not to sue the Farm or the Agents and that it constitutes a release of liability and an indemnity for all claims. If the Participant is under the age of nineteen, I confirm that I am his or her parent or guardian and that I have executed the Agreement on behalf of the Participant.

This Agreement will be binding on myself or my child or ward, as the case may be, and our respective representatives, heirs and assigns.

\_\_\_\_\_  
Signature of Participant or Parent/Guardian Print Name

\_\_\_\_\_  
Date