

# Passenger Waiver

## TRACK EVENT AGREEMENT AND RELEASE OF LIABILITY

### Speed SF Track Events

**This document contains a release of all claims for property damage, personal injury and death.**

Please read and consider it carefully before signing.

As an event participant and/or guest, **I HEREBY ACKNOWLEDGE AND AGREE:** that I have asked to participate in a private track event organized by Speed SF Track Events at Thunderhill Raceway.

**I AM AWARE THAT OPERATING A VEHICLE ON A RACE TRACK IS A DANGEROUS ACTIVITY INVOLVING RISKS OF SERIOUS PERSONAL INJURY AND DEATH, AND I AM VOLUNTARILY PARTICIPATING IN Speed SF TRACK EVENT ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH.**

IN CONSIDERATION of being allowed to participate in the event and use of the race track facilities, I hereby agree to assume all risks permitted by law and I agree for myself and on behalf of my heirs, guardians, legal and personal representatives and assigns to make no claim, or sue, or otherwise prosecute Speed SF Track Events, Patrick Chio, Donald Ahn or his family or representatives, or any affiliated organizations, participants, employees, agents, officers, directors, owners, successors, or assigns, for any injury, damages, or death resulting from negligence or any other cause, upon or as a result of my participation in the Speed SF Track Events. Further, I hereby release and forever discharge Patrick Chio, Donald Ahn and his family, any affiliated organizations, participants, employees, agents, officers, directors, owners, successors and assigns all liability, actions, claims, and demands for myself and on behalf of my heirs, guardians, assigns, legal and personal representatives, that may hereafter exist for any injury, property damage or death Whether from negligence or howsoever caused or resulting in any manner upon or from my participation in the Speed SF Track Events. I further agree that this Agreement and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion hereof is held invalid, the balance shall continue in full legal force and effect.

I attest that I have inspected the mechanical condition of my vehicle to be used at the track event and deem it to be safe, free of any fluid leaks and mechanically sound. I also understand and agree that the operational condition of my vehicle is my responsibility solely, and that if damages, injuries, or deaths occur as a result of my vehicle's condition and/or mechanical failure(s), Speed SF Track Events are not responsible. It is my responsibility as a participant to determine if I am qualified to inspect and certify that my vehicle is safe to operate on a race track. If I am not capable or qualified, then I understand and agree that it is my responsibility to hire a qualified mechanic to conduct a safety inspection and certify that my vehicle is safe for race track operation. My submission of the Speed SF Track Events 'Tech Inspection Summary' further certifies that I understand and agree to these terms.

I understand that Speed SF Track Events does not guarantee the safety of any participant, nor does Speed SF Track Events assume responsibility for the actions of any participant or staff member during the track event.

Speed SF Track Events does not provide medical or vehicle insurance. As a participant, guest, or observer, I agree to provide my own medical and vehicle insurance.

Speed SF Track Events events may operate regardless of weather. Participants are not required to participate in any fashion, under any weather conditions whatsoever. When, and/or whether to participate, is left entirely to the judgment of individual participant.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A COVENANT NOT TO SUE AND RELEASE OF LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT AND IS A CONTRACT BETWEEN MYSELF AND SPEED SF TRACK EVENTS FOR THE BENEFIT OF Patrick Chio, Donald Ahn AND ANY AFFILIATED ORGANIZATIONS, PARTICIPANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS IN WHICH I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY SIGNING THIS AGREEMENT.**

Event Location: \_\_\_\_\_

Passenger / Guest Name: \_\_\_\_\_

Are you over 18? \_\_\_\_\_ Must be 18+ to be on the race track.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_