

RACE # _____

PRO VINTAGE RACING INC.'S COMPETITION RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

Of my own free will, I agree to enter and compete in a competition sponsored by Pro Vintage Racing, Inc., and hosted at a facility located at

_____ on the _____ day of _____, 20_____, under the terms contained herein.
(Location of Facility for Competition) (Date) (Month) (Year)

I understand snowmobiling in its various forms, including racing and operating vintage snowmobiles, and this competition involve risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport and competition. Risks include, but are not limited to, changes in terrain, changes in weather and snow surfaces, ice, bare spots, debris, fences, posts, light poles, signs, buildings, padded and non-padded barriers, roads and walkways, grooming equipment, course banking and other terrain features, other snowmobiles, falls, collisions with other persons or snowmobiles, mechanical failures, the limited control of a snowmobile's maneuverability due to the nature of its design and operation, and other natural and man-made hazards. I freely accept and assume the risks associated with snowmobiling in its various forms and with this competition.

I represent I possess the necessary skills and physical ability to compete in this competition in such a manner that I will not endanger myself, other competitors, spectators or other persons. I understand that, as a snowmobile operator and competitor, I am bound by certain Wisconsin state laws and the rules of Pro Vintage Racing, Inc., and the facility hosting this competition. I understand it is my responsibility to inspect the course and terrain prior to attempting to compete to avoid accidents and collisions and to avoid injury to myself and others. I understand I am responsible for inspection and maintenance of my equipment, including snowmobiles, helmets, tether cords and other equipment. I agree to use any equipment, including safety equipment, mandated by Pro Vintage Racing, Inc., and the facility hosting the competition.

In consideration of the permission to compete in this competition sponsored by Pro Vintage Racing, Inc., **I RELEASE AND FULLY DISCHARGE Pro Vintage Racing, Inc., its owners, officers, shareholders, successors, assigns, agents and employees (collectively the "PRO VINTAGE RELEASEES") from any liability resulting from any personal injury to myself, including death, or damage to my property which is caused by the BREACH OF ANY EXPRESS OR IMPLIED WARRANTY or the NEGLIGENT ACT OR OMISSION of any PRO VINTAGE RELEASEE, including any NEGLIGENT ACT OR OMISSION in:**

- the preparation, organization, coordination, location, operation or supervision of the competition;
- the preparation, design, location, construction, grooming, installation, setting, classification, labeling, operation, inspection, maintenance, repair or supervision of the competition course(s), or any part thereof;
- the instructions, training or information given or not given to me concerning the competition, the competition course(s) or any part thereof;
- the signals or flags given or not given to me and/or other persons during competition, including signals or flags for starts, stops, cautions and finishes;
- padding or non-padding of natural and man-made obstacles and hazards; and
- posting or failure to post warnings, flags, lights, signs, fences or other cautions or barriers.

I accept full responsibility for any injury or damage which may result from the participation in this competition, and it is my intent to **INDEMNIFY** and **HOLD HARMLESS** the PRO VINTAGE RELEASEES for any injury sustained by me, including death, while participating in this competition. I agree not to bring any action or suit against any PRO VINTAGE RELEASEE for any injury or damage.

In accordance with Wisconsin law, nothing in this Release and Waiver of Liability and Indemnification Agreement should be construed as releasing, discharging or waiving any claims I may have for reckless or intentional acts on the part of any PRO VINTAGE RELEASEE.

I HAVE CAREFULLY READ THIS COMPETITION RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS COMPETITION RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PRO VINTAGE RACING, INC., ITS OWNERS, OFFICERS, SHAREHOLDERS, SUCCESSORS, ASSIGNS, AGENTS OR EMPLOYEES FOR CERTAIN CLAIMS.

CAUTION: READ BEFORE SIGNING!
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Competitor's Name (Print): _____

Address: _____ City: _____ State: _____ Zip Code: _____

Age: _____ Date of Birth (if under 18): _____

Competitor's Signature: _____ Date: _____

PARENT/GUARDIAN AGREEMENT

As parent and/or legal guardian of the above-named minor competitor, I hereby give permission for my child or ward to participate in this competition sponsored by Pro Vintage Racing, Inc. I have read and understand the above **COMPETITION RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT** and, on my behalf and on behalf of my child or ward, I agree to all terms contained therein. I represent I have full authority to sign on behalf of my child or ward, realizing this Release and Waiver of Liability and Indemnification Agreement is binding upon my child or ward as well as myself. I agree not to bring any action or lawsuit against Pro Vintage Racing, Inc., its owners, officers, shareholders, successors, assigns, agents or employees for any injury or damage.

Parent's or Legal Guardian's Signature*: _____ Date: _____

*Parent or Guardian signature must accompany minor signature.