

Wrist Band #: _____

Car #: _____

===== DRIVER =====

Group: _____

NOR CAL SAAC DRIVER RELEASE OF LIABILITY AND RULES AGREEMENT

Fall Classic 2010 Open Track (hereinafter "Event")
October 16-17, 2010 – Thunderhill Raceway Park, Willows, CA

WHEREAS, (print name) _____ **Owner/Entrant/Driver** (collectively hereinafter "**Entrant**") desires to drive on the race course and/or participate in said Event sponsored by Nor Cal SAAC (hereinafter "NOR CAL"); and

WHEREAS, Entrant acknowledges that there are certain known and appreciated significant risks, including bodily injury, death and property damage, attendant to and inherent in participation in motorsports events.

NOW, THEREFORE, in consideration of his being permitted to operate a vehicle at said Event, **Entrant**, on behalf of himself, his successors, heirs, assigns, or any other person or entity who may claim by or through **Entrant**, hereby releases NOR CAL, its officers, agents, employees and individual members from any and all claims which might be asserted against any of the aforesaid persons or entities by reason of **Entrant's** operation of any vehicle at said Event.

Entrant hereby releases the aforesaid parties from liability for any injury or injuries **Entrant** might sustain to his person or property, by reason of conduct of any person, entity or group, whether by any natural or artificial, foreseeable or unforeseeable cause, or whether by any defect in any vehicle, piece of equipment, facility or building at or near said Event.

Entrant does agree, by signing this NOR CAL SAAC DRIVER RELEASE OF LIABILITY AND RULES AGREEMENT, that he will abide by all the rules and regulations set forth by NOR CAL, including, but not limited to, the following:

(Initial) _____ 1. **Entrant** has familiarized himself with all the Nor Cal SAAC Open Track Rules, including technical inspection and safety rules, and does specifically agree to abide by all the Nor Cal SAAC Open Track Rules.

(Initial) _____ 2. **Entrant** agrees that he shall be the sole spokesperson for himself, the car owner, and all members in his party pertaining to compliance with the rules and regulations and agrees and understands that **Entrant** is responsible for the conduct of all in his party and is liable for any damage he or his party members cause to any property on or off the track at said Event.

(Initial) _____ 3. **Entrant** agrees that all decisions of NOR CAL OTEC Officials, regarding the interpretation and application of the Nor Cal SAAC Open Track Rules shall be non-litigable. **Entrant** further covenants and agrees that he will not initiate any type of legal action against NOR CAL to challenge such decisions, to seek monetary damages, to seek injunctive relief or to seek any other kind of legal remedy. **Entrant** understands that if he pursues any such legal action, which violates this provision, then he expressly agrees to reimburse NOR CAL for all of its attorney's fees and costs in defending against such legal action.

(Initial) _____ 4. **Entrant** hereby releases the aforesaid parties from liability for death or any injuries **Entrant** might sustain to his person or property, by reason of this failure to have installed in his vehicle an adequate roll bar, an onboard fire system and/or a fuel cell (each meeting contemporary standards). NOR CAL cannot and does not advise as to the adequacy of any safety devices.

(Initial) _____ 5. **Entrant** further understands that there is no express or implied warranty of safety resulting from publication or compliance with the Nor Cal SAAC Open Track Rules and that they are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to participants, spectators or others.

Entrant takes sole responsibility to ensure that anyone else operating or riding in this vehicle will do so knowingly and with appreciation of the potential consequences resulting from the lack of such safety devices and **Entrant** will cause such other person to properly execute a NOR CAL SAAC DRIVER RELEASE OF LIABILITY AND RULES AGREEMENT.

⇒ Is **Entrant** taking any medication that would affect his ability to drive? (yes/no) _____

⇒ Does **Entrant** have any condition that will affect his ability to drive? (yes/no) _____

EXECUTED this _____ day of _____, 2010

By: _____
Entrant

By: _____
Parent or Legal Guardian (if **Entrant** is under 18 years of age)

THIS NOR CAL SAAC DRIVER RELEASE OF LIABILITY AND RULES AGREEMENT MUST BE COMPLETED AND SUBMITTED BEFORE DRIVING ANY VEHICLE AT SAID EVENT. IT IS THE ENTRANT'S RESPONSIBILITY TO ASSURE THAT EACH AND EVERY DRIVER OF HIS VEHICLE HAS COMPLETED AND SUBMITTED A NOR CAL SAAC DRIVER RELEASE OF LIABILITY AND RULES AGREEMENT FOR SAID EVENT.