

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

LOCATION OF EVENTS(S): Maryland, Virginia, Pennsylvania, West Virginia, Delaware, New Jersey, New York, North Carolina and Washington DC.

IN CONSIDERATION of being permitted to drive, compete, officiate, observe, work, or participate in any way in the EVENT(S) (defined as any drive, rally, training, competition, gathering, event, or program sponsored by or affiliated with Sunset Auto Club or any other RELEASEE, as defined below, including but not limited to car rally) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, permission, or membership to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Sunset Auto Club and its owners, members, directors, officers, agents and employees; the host; organizers; promoters; participants; sanctioning organizations or any subdivision thereof; officials; drivers; any persons in any RESTRICTED AREA; promoters; sponsors; advertisers; owners and lessees of premises used to conduct the EVENT(S); premises and event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S); and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. RELEASEES include Sunset Auto Club and its members, officers, and other representatives.
2. HEREBY AGREES to join the Sunset Auto Club at their own risk.
3. HEREBY AGREES that all participants of Sunset Auto Club events are reminded to have regard for their own safety and the safety of the occupants of their cars, other vehicles and the occupants of those vehicles entered in the drive and/or rally and all other road users at all times. All directions should be read by a co-pilot or while the vehicle is parked.
4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY AGREES that Sunset Auto Club (and its related entities, servants and agents) accept no liability of any nature whatsoever for any loss claim or damage arising in any way whatsoever from or related to entry in the drive and/or rally and participants entering the drive and/or rally do so on the condition that they waive any liability and indemnify and keep indemnified Sunset Auto Club (and its related entities, servants and agents) from any claim, loss or damage howsoever arising.

6. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.

7. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PRECEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY JOINING THE CLUB, AND HAVE AGREED TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.