

**COMMUNICABLE DISEASE EXPOSURE AND INFECTION ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**Bear Mountain HS, Denise Lombardi, Marie Siebert, Polka Dots MC**

FILL IN TRACK/FACILITY NAME ABOVE

As lawful consideration for my being granted access to this facility or event ("**Facility**"), and being permitted to participate in its activities, including but not limited to being allowed to drive, compete, crew, officiate, spectate, observe, work, volunteer, participate in any way or otherwise be granted entrance to **Facility** for any reason ("**Activities**"), and by signing below, I acknowledge that I have read, understand, and agree to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representatives, heirs and next of kin, agents and principals:

1. The novel coronavirus, COVID-19, also known as "severe acute respiratory syndrome coronavirus 2 ("**SARS-CoV 2**") has been declared a worldwide pandemic by governments and public health agencies. **SARS-CoV-2, COVID 19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious. COVID-19** and other communicable, contagious and/or infectious diseases, and (collectively, "**Disease**") can be spread by exposure to people or otherwise.
2. At any location, including **Facility**, the risk exists that **Disease** can be spread to those present at the location. Additionally, there is a risk that someone infected with **Disease** could spread it to others who were not present at **Facility**.
3. The health impacts of **Disease** including without limitation COVID-19 are not fully known although at present certain people are considered to be at higher risk from COVID-19 based on age, underlying health conditions and other factors known and unknown.
4. The unavoidable risk exists that I will become exposed to and/or infected with **Disease**, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition, whether now known or unknown, from **Disease**, .
5. I am aware that my participation in the **Activities** and my presence at **Facility** will cause me to be near and/or in contact with people and/or things that could raise the risk to me and others of exposure to **Disease**. 6. No one, including Releasees as defined below, can eliminate the risk that I will become exposed to or infected by or otherwise experience **Disease**. I know these risks cannot be eliminated no matter the degree of care exercised by anyone affiliated with **Facility** or **Activities** No amount of protective measures or devices can guarantee freedom from **Disease**. By being at **Facility**, including, without limitation, participating in **Activities**, I know I could suffer personal injuries, or become ill, temporarily disabled, permanently disabled and/or die (collectively "**Afflicted**") from **Disease**. I voluntarily assume these risks and accept sole responsibility that I may be exposed to and/or **Afflicted** by **Disease** by entering **Facility** or participating in **Activities**.
7. Knowing the foregoing risks, including the fact that there are unknown risks, I voluntarily choose to enter and be at **Facility** and to assume these risks of my own free will. I will not seek to hold any **Releasee** as defined below responsible if I am **Afflicted** by **Disease**.
8. If I choose not to assume these risks, I will neither enter **Facility** nor participate in **Activities**. By staying at **Facility** I affirm my continuing acceptance of all such risks.
9. I understand that being **Afflicted** by **Disease** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, **Releasees** as defined below.
10. I hereby **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, **Facility** owners, **Facility** operators, track operators, track owners, officials, vehicle owners, builders and designers, drivers, crews, rescue personnel, any persons in any restricted area, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct **Activities**, premises and event inspectors, those who clean and maintain **Facility**, concessionaires and vendors, volunteers, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or **Activities**, and for each of them, their directors, officers, agents, employees,

representatives, owners, members, affiliates, successors and assigns, collectively referred to as “**RELEASEES**”, FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, agents and principals FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR, WHETHER CAUSED BY THE NEGLIGENCE OF ANY **RELEASEE(S)** OR OTHERWISE INCLUDING EXPOSURE TO **DISEASE**, THAT MAY RESULT IN ILLNESS, INJURY, DISABILITY AND/OR DEATH. I understand and agree that this release includes claims based on the actions, omissions, or negligence of any **RELEASEE** whether **Disease** exposure occurs before, during, or after entry to **Facility** and/or participation in **Activities** at **Facility**.

11. I hereby agree to **INDEMNIFY and SAVE AND HOLD HARMLESS** the **Releasees** and each of them from any loss, liability, damage, or cost (including their attorneys’ fees and costs) that they may incur arising out of or related in any manner to my attendance at or participation in **Activities**.
12. **HEALTH & SAFETY DECLARATION.** I attest and certify that I do not now have and have not tested positive for or suffered from any symptoms of COVID-19 infection including without limitation cough; shortness of breath or difficulty breathing; fever; chills; repeated shaking with chills; generalized muscle pain; headache; sore throat; new loss of sense of taste or smell; fatigue or other flu-like symptoms (collectively the “**Symptoms**”), or been exposed to any person exhibiting such **Symptoms** or, traveled outside the United States or to a location known to harbor such disease, in the past thirty (30) days. I am not under any quarantine orders.
13. **PERSONAL PROTECTIVE EQUIPMENT AND DISTANCING.** I will provide and use my own personal protective equipment and practice social distancing (current CDC guidance is at least 6 feet from others whenever possible) and follow all other hygiene and infection control methods, as prescribed by applicable authorities such as the United States Centers for Disease Control, state and local health officials, or otherwise in effect at this **Facility**, to help protect myself and others from **Disease**.
14. **LEAVING IF ILL.** If while at Facility I feel or experience any **Symptoms** I agree that I will immediately leave **Facility** to seek medical attention (or seek emergency medical attention at **Facility**) and that I promptly will notify **Facility** officials of same.
15. **NOT RESTRICTED BY GOVERNMENT ORDERS OR PERSONAL PHYSICIAN.** I represent and warrant that my attendance at **Facility** and participation in **Activities** is not restricted by the advice of my personal physician or any governmental or public health order or rule of any federal, state, county or other applicable authority, including any order or rule due to my age, condition, government or public health orders of isolation due to illness or quarantine due to my exposure to others who are, were or may have been sick, or for any other reason. If I believe this to not be the case, I will either not enter, or will promptly depart, **Facility**.
16. **KNOWING AND VOLUNTARY.** I acknowledge that I am voluntarily participating in **Activities** and visiting the **Facility** with an express understanding regarding the coronavirus pandemic and the other dangers described above, and I hereby agree to accept and assume any and all risks associated therewith. I have made the judgment that the benefits of being at Facility outweigh the risks that I am assuming.
17. **SEVERABILITY AND ENFORCEMENT.** This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which **Activities** are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at **Facility**.

*BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE TO ME, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW, INCLUDING THE RIGHT, DIRECTLY OR INDIRECTLY, TO SUE THE RELEASED PARTIES.*

<b>Signature:</b>	<b>Address:</b>
Printed Name:	<b>Mobile #:</b>
<b>Date:</b> _____ day of _____, 2021	