

**LAKE VIEW MOTOR SPEEDWAY, LLC
ATV RELEASE AND WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT**

The undersigned is a voluntary participant or the parent or legal guardian of a voluntary participant in the activity of riding or using ATVs, motorcycles, dirt bikes, golfcarts, or other off-road vehicles in or about Lake View Motor Speedway LLC property consisting of 23 acres located near Lake View, South Carolina.

Initial: _____ Initial: _____

The undersigned further represents and certifies that he/she is at least 16 years of age and holds a valid driver's license or valid off-road license, if required, issued by State of Origin authorizing him/her to operate the specific type of vehicle that he/she intends to operate on Lake View Motor Speedway LLC property. Each participant, including the undersigned, acknowledges and understands that the operation of ATVs, motorcycles, dirt bikes, golf carts, and off-road vehicles poses a risk of serious injury or death to operator and passengers of such vehicles. With full knowledge of such risks, I am voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept all risk of injury or death.

Initial: _____ Initial: _____

In consideration of being permitted to participate in the activity of riding ATVs, motorcycles, dirt bikes, golf carts, and off-road vehicles on Lake View Motor Speedway LLC property the undersigned for him or herself, his/her personal representative, heirs and next of kin acknowledges, agrees, and represents that he/she hereby:

1. RELEASES, WAIVES, DISCHARGES, AND AGREES NOT TO SUE, Lake View Motor Speedway LLC its officers, directors, shareholders, agents, employees, its insures or any entity related to or affiliated with it [herein "Releases"], releasing and discharging Lake View Motor Speedway LLC from any and all liability for any loss or damage and any and all claims on account of injury or death to the undersigned, or his personal property, whether caused by the negligence of the persons or entities released, or otherwise, while the undersigned is in or upon the above property, watching, riding, working, or in any way participating in the activities.
2. INDEMNIFIES, SAVES, AND HOLDS HARMLESS the releases, and each of them, their agents or employee, for any loss, liability, damages, costs or other expenses they may incur due to the presence or participation of the undersigned in the activities, whether caused by the negligence of the releases or otherwise.
3. Expressly acknowledges that the activities may be dangerous and can involve the risk of serious injury or death or property damages and knows of said dangers and assumes all risk of said dangers incidental to the activities.
4. Expressly acknowledges that this release, waiver, and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of South Carolina. If any portion of the agreement is held invalid, it is further agreed that the remainder of the agreement shall continue in full force and effect. This release is binding upon by heirs, executors, and assignees.

The undersigned has read this agreement in its entirety and voluntarily signs this document knowing that it constitutes a waiver of liability and an indemnity agreement. No oral representations or inducements have been made contrary to the terms of this agreement.

Date: _____ Signature: _____

Print Name: _____

VOLUNTARY PARTICIPANT

If applicable: Parent/Guardian of: _____

Please Print

A VOLUNTARY PARTICIPANT