**ACCIDENT WAIVER AND RELEASE OF LIABILITY TO PARTICIPATE IN HEARTLAND RACING CO. EVENTS**

 **IN ENDURANCE TRAINING AND ENDURANCE EVENTS** I acknowledge that endurance sports are an extreme test of a person’s physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people, including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, producers of the event, and lack of hydration.

These risks are not only inherent to athletes, but are also present for volunteers. I hereby assume all of the risks of participating in this Heartland Racing Co. Event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in this event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability form will be used by Heartland Racing Co., its employees, representatives, agents, owners, officers, directors, volunteers, and sponsors and that it will govern my actions and responsibilities at all times.

In consideration of my participation in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge of Heartland Racing Co., its employees, representatives, agents, owners, officers, directors, volunteers, and its sponsors from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me including my traveling to and from this event, (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of my participation in the event, whether caused by the negligence of the releases or otherwise.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during my participation. I understand that during this Heartland Racing Co. Event, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by Heartland Racing Co. and assigns. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I hereby certify that I have read this document; and, I understand its content.

\*Print Participant’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \*Age \_\_\_\_\_\_\_\_\_\* Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Signature of Participant \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_If under 18 years old, parent or guardian must sign)

**PARENT / GUARDIAN WAIVER FOR MINORS** (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

\*Print Participant’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\*Age\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Signature of Parent or Guardian \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*Heartland Racing Management does business by the name of “Heartland Racing Co.”, they are the same entity.