

NAPLES, FL – OCTOBER 22- NOVEMBER 2, 2020: WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S), I for myself, my personal representatives, heirs, and next of kin:

1. Affirm that I have not been diagnosed with, demonstrated any symptoms of or have in any way been exposed to any communicable diseases (including but not limited to the virus commonly referred to as COVID-19) within the past thirty days;
2. Acknowledge that I am aware that by entering the premises and participating in the EVENT(S) that there are risks to me and to those with whom I interact of exposure, directly or indirectly, to communicable disease(s) including but not limited to the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, “COVID-19” and/or any mutation or variation thereof;
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. HEREBY voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE on behalf of myself or on behalf of others with whom I interact, the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, competition vehicle owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and leasees 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, whether caused by the negligence of the Releasees or otherwise;
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Pro Watercross, their officers, officials, promoters, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant signature: _____

Name of participant: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: : _____

Parent guardian/signature: _____ Date signed: _____