

# RELEASE AND WAIVER OF LIABILITY AND ASUMPTION OF RISK AGREEMENT

*Read carefully before signing*

Car Number \_\_\_\_\_

**2004 Alcan Winter Rally**

*event*

**U.S. / Canada / Yukon / NWT**

*location*

**February 17-26, 2004**

*event dates*

IN CONSIDERATION of being allowed to participate in any way in the 2004 Alcan Winter Rally:

1. I understand and agree that although I have been supplied with certain information on the prescribed rally course, the nature of the rally does not permit me to inspect the prescribed course or any portion of the prescribed course or the immediately adjacent areas thereof with which I may come in contact during the rally prior to my participation in the rally. I understand and agree that if at any time I feel anything to be UNSAFE, I will immediately take all necessary precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further in the rally.
2. I understand that:
  - a) Participation in the rally involves RISKS AND DANGERS, as does any roadway vehicular activity, of serious BODILY INJURY, including PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS");
  - b) The SOCIAL AND ECONOMIC LOSSES and/or damages which could result from those risks COULD BE SEVERE;
  - c) These risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others, the rules of the rally, the condition and layout of the prescribed course or the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;
  - d) 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 PROCEDURES OF THE RELEASEES.
  - e) There may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time.
3. I ACCEPT SUCH RISKS AND RESPONSIBILITIES FOR THE LOSSES AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH even if caused, in whole or in part, by the NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE THE NORTHWEST RALLY COUNCIL, RAINIER AUTO SPORTS CLUB, INC., THE ALCAN RALLY ORGINAZATION, Toolbox Productions, the rally hosts, sponsors, officials, medical personnel, volunteers, advertisers, owners and lessees of the rally course, and each of them, their respective officers, directors, agents and employees, all of which are referred to as "Releasees", FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY.

**PRINT NAME HERE**

**SIGN NAME HERE**

**DATE**

**SIGNATURE AND TITLE OF WITNESS**

**DATE**