

Participant Liability Waiver and Indemnification Agreement

READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS

In consideration for the use of EVPWG's property, facilities, equipment, and services, the undersigned (the "participant") on behalf of themselves, their heirs, and legal representatives, hereby expressly agree to the following.

1. PARTICIPANT ASSUMES ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S USE OR PRESENCE IN OPERATOR'S FACILITY, INCLUDING THE RISK OF DEATH, BODILY INJURY, OR PROPERTY DAMAGE.
2. Participant understands and agrees that if he or she drives under the influence of substances, or is otherwise negligent, Participant will be held liable for any resulting property damages and/or bodily injuries. Participant agrees not to drive or operate machinery under the influence of any substance.
3. Participant hereby releases the Operator, its board members, owners and employees and affiliates from any and all liability for bodily injuries or property damages which might occur during Participant's use of the Operator's property, facilities, equipment and services, regardless of whether or not caused, in whole or in part by the negligence or fault of the Operator, its owners or employees.
4. Participant agrees to accept full financial responsibility for any medical costs Participant incurs due to any bodily injuries associated with use of the property.
5. Participant agrees to follow all laws rules and regulations.
6. Participant agrees to fully indemnify and hold harmless EVPWG, its successors, assigns, owners, board members employees and agents and affiliates from any causes of action, suits, injuries, damages, losses, costs, expenses, or liabilities arising from or relating in any manner to Participant's use of the property, facilities, equipment and services, including, but not limited to, claims asserted by other participants and/or third parties.
7. Participant acknowledges that he or she fully understand the inherent risks of participating in the event.

Participant signature and printed name Date