



# ICE DRIVING RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

THE UNDERSIGNED understands that, in signing this Release of Liability, they voluntarily assume all associated risks and waive any rights to claims against Ice Driving USA, LLC.

IN CONSIDERATION of being permitted to enter for any purpose any RESTRICTED AREA (defined to include, but not limited to, the driving area, pit areas, infield, burn-out area, shut-down area, walkways, concessions, and all areas adjacent to any location where event-related activities occur), or being permitted to compete, officiate, observe, work, or participate in any way in the event, EACH OF THE UNDERSIGNED, for themselves, their personal representatives, heirs, and next of kin, agrees to the following:

1. **Acknowledges that Ice Driving involves the use of motor vehicles on top of a frozen lake and is an inherently dangerous activity that carries significant risks, which may lead to serious injury, property damage, or death.** Some such risks include loss of vehicle control, skidding, drifting, collisions with other vehicles or obstacles, rollover accidents, breaking through thin ice, cracks in the ice, hidden hazards beneath the surface, sudden weather changes, thawing ice, snow buildup, low visibility, high-speed impacts, delayed rescue or medical assistance, vehicle damage, hypothermia or frostbite, isolation on a frozen lake, difficulty detecting unstable ice conditions, loss of traction, potential for vehicle submersion, and the risk of drowning. Furthermore, driving on or otherwise entering upon a frozen lake presents the risk of delayed rescue or medical assistance in the event of an emergency, due to the isolated nature of the environment. By participating in ice driving, THE UNDERSIGNED acknowledge and accept all risks associated with these activities.

2. Acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect such restricted areas and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his/her entry upon such restricted area or areas and his/her participation, if any, in the event constitutes and acknowledgement that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonably suited for the purposes of his/her use, and he/she further agrees and warrants that if, at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials of such and will leave the restricted areas.

3. **HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE** the promoters, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, vehicle owners, drivers, pit crews, any persons in any restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event(s), premises or event inspectors, surveyors, insurers, underwriters, consultants or other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or event(s), their parents, subsidiaries, wholesalers, affiliated corporations, and each of them, and the directors, officers, agents and employers, of each of them, all for the purposes herein referred to as the "RELEASEES", from any liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, caused by any **NEGLIGENT ACT OR OMISSION of the "RELEASEES"** while the undersigned is in or upon the restricted area, and/or competing, driving or otherwise operating any motor vehicle, officiating in, observing, working for, or for any purposes participating in the EVENT(S). **Nothing in this Release should be construed as releasing, discharging, or waiving any claims THE UNDERSIGNED may have for reckless or intentional acts on the part of any RELEASEE**

4. **HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES"** and their insurance carriers and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the ice track or in any way competing, officiating, observing, or working for, or for any purpose participating at any time in the EVENT(S) and caused by the **NEGLIGENCE of the "RELEASEES"**.

5. **HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF "RELEASEES"** while in or upon the ice track area and/or while competing, officiating, observing, or working for, or for any purpose participating in the EVENT(S). Each of THE UNDERSIGNED also expressly acknowledges that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE "RELEASEES"**. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND IS AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY, THE UNDERSIGNED IS WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ABOVE-NAMED RELEASEES FOR CERTAIN CLAIMS.**

PRINT NAME HERE

SIGN NAME HERE

PRINT NAME EHERE

SIGN NAME HERE

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SIGNATURE OF WITNESS

DATE RELEASE SIGNED

LOCATION OF EVENT