

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

2009-2010

**-VALID FOR MTEA SUPERMILEAGE COMPETITION-
This form must be printed in its entirety (all pages)**

IN CONSIDERATION of being permitted to participate in the MTEA (Minnesota Technology Education Association) Supermileage Competition, to enter for any purposes the RESTRICTED AREA (herein defined as the area to which admission for the general public is prohibited, including but not limited to the PIT AREA and competition road surfaces, including the walkways, concessions (if any) and other areas appurtenant to any area where any activity related to the event shall take place), or in NON-SPEED AND/OR COMPETITION events, to compete, officiate, observe, work for or for any purpose participate, the undersigned, for himself/herself and personal representatives, assigns, heirs and next of kin, agrees, and on the direct representation that he/she has, or will inspect such RESTRICTED AREA and he/she does further warrant that his/her participation in the MTEA Supermileage Competition and his/her entrance upon the RESTRICTED AREA, constitute an acknowledgment that he/she has inspected the RESTRICTED AREA and that it is safe and reasonably suited for the purpose of the program for which this Release and Waiver applies. 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. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Minnesota Technology Education Association, its MEMBERS, competition officers, competition officials (workers), vehicle owners, drivers, pit crews, other PARTICIPANTS, persons in the RESTRICTED AREA, promoters, sponsors, owners of the PREMISES used to conduct the competition, and each of them, their officers and employees, all for the purposes herein referred to as RELEASES, from all liability to the Undersigned, his/her personal representatives, assigns, heirs and next of kin for 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, whether caused by negligence of Releases or otherwise while the Undersigned is in or upon the RESTRICTED AREA, and/or competing, officiating in observing, working for any purpose participating in such event; THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of Undersigned in or upon the RESTRICTED AREA, or in any way competing, officiating, observing, or working for, or for any purpose participating in the competition, and whether caused by the negligence of the Releases or otherwise; and THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK of BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releases or otherwise while in or upon the RESTRICTED AREA, and/or while competing, officiating in, observing, working or for any purpose participating in such competition; THE UNDERSIGNED (Parent(s) and Student) expressly acknowledges and agrees that the activities of the competition are dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED (Student and Parent/s) 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 in which the competition is conducted 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 (Parent(s) and Student) HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation statements or inducements apart from the foregoing written agreements have been made. (please print neatly)

SCHOOL: _____

ADVISOR: _____

STUDENT: _____

STUDENT SIGNATURE: X _____ DATE: _____

PARENT(S) SIGNATURE: X _____ DATE: _____

WITNESS BY: X _____ DATE: _____

