

**PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

EGGNOG JOG 5K

In consideration of being allowed to register and participate in any way in the Eggnog Jog 5K, related events and its pre and post-race activities (collectively, the "Event"), I the undersigned, acknowledge, understand, and agree that:

1. I acknowledge that participating in the Event and/or its related activities is potentially hazardous and involves risks of personal injury, including the potential for slips, trips, falls, contact with other participants, permanent paralysis, death, illness or disease, or damage to myself or others.
2. I agree not to participate unless I am medically and physically able, which I am solely responsible to determine.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS RELEASED FROM LIABILITY BELOW (THE RELEASED PARTIES) or others, and assume full responsibility for my participation in the Event, whether caused by the condition of the course, property, facilities, or equipment used during the Event including, without limitation, weather conditions such as cold temperatures, ice, snow, or storms, all such risks being known and appreciated by me. I agree that I will advise Event personnel of any unsafe condition that I observe on the course and I will refuse to participate or continue in the Event until all unsafe conditions have been remedied.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, WAIVE, FOREVER DISCHARGE AND AGREE TO HOLD HARMLESS AND INDEMNIFY (AND COVENANT AND AGREE NOT TO SUE) Charlotte Motor Speedway, LLC, Speedway Motorsports, Inc., Speedway Children's Charities, and each of their respective owners, members, officers, directors, representatives, agents, guests, employees, volunteers, and sponsors of the Event (the "RELEASED PARTIES"), from any and all liability, claims, demands, actions, for all loss or damage on account of any injury to person or property which in any way relates to, arises out of, or in any way connects with my presence at Charlotte Motor Speedway or my participation in the Event, including specifically, but not limited to the negligent acts or omissions of the RELEASED PARTIES, to the fullest extent permitted by law.
5. I give permission for the Released Parties to use my biography, name and likeness in connection with the Event, and also any publicity, advertising and promotion for the Event and future editions of the Event. I waive any right that I may have to inspect or approve any finished product that may be used in connection with the Event. I assign to Released Parties all rights I may have to my biography, appearance, name, voice, photo, video or film likeness that have been captured in connection with the Event. I consent to appear in broadcasts of the Event in perpetuity.
6. In connection with any injury or other medical conditions I may experience during the Event, I consent to be removed and authorize whatever medical treatment is deemed necessary by medical and event personnel, in their discretion. I further agree that I will be fully responsible for payment of any and all medical services, ambulance transport service, and treatment rendered to me.
7. I agree to conduct myself in a respectful manner and treat all colleagues, officials, participants and spectators respectfully. I consent to my immediate removal, without refund, from the Event if I in any way endanger the safety of others, fail to follow the rules of the Event or fail to follow the instructions of Event officials.
8. I understand and agree that the entry fee is NON-REFUNDABLE.
9. I agree that this Participant Consent, Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement ("Agreement") is intended to be as broad and inclusive as permitted by law. If any provision of this Agreement is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way. This Agreement is governed by the laws of the state of North Carolina.

I HAVE READ THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Name (Printed)	Name (Signature)	Date	Age on Date of Event
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COMPLETE BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Released Parties as defined in the Participant Consent, Release and Waiver of Liability, Assumption of Risk and Indemnification Agreement above, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Released Parties from any and all liability arising from or caused by my minor child's involvement or participation in the Event as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by law.

Child Name (Printed)	Age on Date of Event
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Parent or Guardian Name (Printed)	Parent or Guardian Name (Signature)	Date
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