

VICTORY RACING CAMP

PARTICIPATION AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Victory Retreat Center (Victory Racing Camp), and all associated race tracks and camping facilities, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as VRC et al) I hereby agree to release and discharge VRC et al, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in kart racing, challenge course, paintball, and other activities led or sponsored by VRC et al entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I further understand that VRC et al's programs and activities are based on the participation by choice and challenge by choice principles. At any time I and/or my group are free to withdraw from participation in the activity and its potential for the risks involved.

The risks include, but are not limited to: karting accidents, slips, falls and falling; rope burns; pinches, scrapes, bruises, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity, there may be contact with plants, animals, or insects that could create hazards such as bites, stings, allergies, and associated disease. Furthermore, VRC et al's Staff Members have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of participant's emotional stability, ability to handle stressful situation, physical fitness or abilities; they might misjudge the weather, and horses, which by their very nature are unpredictable.

2. I expressly agree and promise to accept and assume all risks existing in the activity. My participation in any activity sponsored by VRC et al is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge and agree to indemnify, and to hold harmless VRC et al from any and all claims, demands or causes of action; which are in any way connected with participation in any activity, or my use of VRC et al's equipment or facilities, including any such claims which allege negligent acts or omissions of VRC et al.

4. Should VRC et al, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or in the alternative, I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions, which would interfere with my safety in this activity; therefore, I am willing to assume—and bear the cost of—all risks that may be created, directly or indirectly by any such condition.

6. In the event that I file a lawsuit against VRC et al, I agree to do so solely in the state of Oregon; and I further agree, that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any VRC et al activity, I may be found by a court of law to have waived my right to maintain a lawsuit against VRC et al on the basis of any claim from which I have released them herein.

PICTURE RELEASE: I do hereby agree to allow VRC et al to use any photo and/or video of myself, child, or family for promotional use.

I have had sufficient opportunity to read this entire document. I have read and understand it, and agree to be bound by its terms.

Signature of Participant: _____ Printed Name: _____

Address: _____

Phone: (____) _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by VRC et al to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless VRC et al from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

IN CASE OF INJURY OR ILLNESS, I hereby give consent to hospitalization or medical treatment when deemed necessary by Victory Racing Camp for the welfare of said minor. I understand every effort will be made to notify parent or guardian of the participant.

Parent or Guardian: _____ Printed Name: _____ Date: _____

PARTICIPANT'S HEALTH REPORT

This report must be on file at Victory Racing Camp prior to participation in any activity.

Name: _____

Health Problems: _____

Drug, Allergies or other allergic reactions: _____

Status of Tetanus vaccination: current? Yes No Approximate date of last shot (if known): _____

Regular medications: _____

Will the participant need assistance in scheduling or dispensing of any medications? Yes No

If yes, please explain: _____

Activity restrictions: _____

Emergency Contacts:

Name/Relation: _____ Day Phone: (____) _____ Night Phone(____) _____

Name/Relation: _____ Day Phone: (____) _____ Night Phone(____) _____

Medical Insurance Carrier: _____ Policy #: _____