# S.J.V.M.C. SIGN IN & LIABILITY WAIVER

***Please sign in below. Everyone, INCLUDING PASSENGERS, should sign in and read the liability waver below.***

**EVENT:** _____

**DATE:** _____

## LIABILITY WAIVER AGREEMENT

IN CONSIDERATION of being permitted to participate in an automobile driving event (the "Event"), conducted by the members of The San Joaquin Valley Miata Club (the "Releasees"), by my signature below I agree and acknowledge that:

**1**. I AM PARTICIPATING IN A DANGEROUS ACTIVITY in which there is potential for PROPERTY LOSS AND SERIOUS BODILY INJURY OR DEATH;

**2.** The Releasees have given me NO UNDERTAKINGS, GUARANTEES, WARRANTIES OR REPRESENTATIONS whatsoever about the safety of the Event;

**3**. I EXPRESSLY ASSUME ANY AND ALL RISKS associated with the Event, INCLUDING the risk of PROPERTY LOSS AND SERIOUS BODILY INJURY OR DEATH;

**4.** I HEREBY AGREE NOT TO SUE and, to the maximum extent permitted by law, hereby RELEASE and FOREVER DISCHARGE the Releasees from all liability and responsibility, whether in tort, contract or otherwise, for any injury, loss or damage suffered by me in connection with the Event, including PROPERTY LOSS AND SERIOUS BODILY INJURY OR DEATH, however caused, including but not limited to the ACTIVE OR PASSIVE NEGLIGENCE, RECKLESSNESS OR WILLFUL ISCONDUCT of the Releasees.

**5.** I AGREE TO DEFEND, INDEMNIFY and hold the Releasees harmless from and against all claims, demands, actions, and causes of action by any other person, including my heirs, executors, insurers, successors and assigns, arising from or in connection with any injury, loss or damage suffered by me in connection with the Event. This Agreement binds my estate and will inure to the benefit of the estates of the Releasees.

**6**. I EXPRESSLY AGREE THAT THIS Waiver and Liability Exclusion AGREEMENT IS INTENDED TO BE as BROAD AND INCLUSIVE as is permitted in the jurisdiction by whose law it is interpreted. All of the terms of this agreement are severable from each other and will survive the invalidity of any other term.

***I HAVE READ THE ABOVE AND UNDERSTAND IT.*** *I am entering into this Waiver and Liability Exclusion Agreement of MY OWN FREE WILL and not under duress.*

| *(PRINT)* | | *DRIVER'S* | *CAR* | |
|---|---|---|---|---|
| ***DRIVER*** | ***PASSENGER*** | ***SIGNATURE*** | ***LICENSE*** | ***COLOR*** |
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# S.J.V.M.C. SIGN IN & LIABILITY WAIVER

**EVENT:** _____ **DATE:** _____

| (PRINT) | | DRIVER'S | CAR | |
|---|---|---|---|---|
| DRIVER | PASSENGER | SIGNATURE | LICENSE | COLOR |
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*updated 2/21/2012*