



This Agreement must be read carefully and signed by the undersigned prior to entering the Restricted Area.

EACH OF THE UNDERSIGNED, for himself/herself and any entity or person he/she represents, whether as an employee, agent, contractor, owner or otherwise, and his/her/its personal representatives, heirs, and successors in interest, expressly acknowledges, agrees, warrants and represents that:

1. He/she will immediately upon entering or coming in contact with any Restricted Area, and continuously thereafter, inspect such Restricted Area and all portions thereof into which he/she enters and with which he/she comes in contact. His/her entry upon such Restricted Area, and his/her participation, if any, in any related test, class, demonstration or observation, constitutes an acknowledgment 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 the use of his/her property, including vehicles. If, at any time, he/she is in or about a Restricted Area and he/she feels anything to be unsafe, he/she will refuse to participate further in any test, class, demonstration, observation or other activity and will immediately advise the applicable employee/personnel of such perceived unsafe situation and will immediately leave the Restricted Area and not return.

2. **He/she HEREBY RELEASE, WAIVES AND DISCHARGES ANY CLAIM AGAINST, AND CONVENANTS NOT TO SUE,** (a) the owners and lessees of the Restricted Area (b) **BD Diesel Performance / Valley Fuel Injection** (or group of companies) **Chilliwack Fair** (c) any vehicle owners, operators, drivers, participants, sponsors, advertisers or inspectors of or in the Restricted Areas, (d) insurers, underwriters, consultants, or other persons or entities who give recommendations, directions or instructions or engage in risk evaluation or lost control activities regarding the Restricted Areas or the test, classes, or demonstrations or other activities thereon, and (e) each of the above and all of their directors, officers, agents, contractors, employees, and affiliated entities and persons (collectively referred to herein as the "Releasees"), from and for any and all liability, loss or damage, and ag* claim or demands therefore on account of injury to the undersigned, any entity or person he/she represents and us/her/its personal representatives, heirs, and successors in interest or to any property or person or living thing brought by or on behalf of the undersigned, or any entity or person he/she represents, in or upon any Restricted Area, whether such liability, loss or damage is caused by the action, omission, negligence, or gross negligence of the Releasees or otherwise.

3. He/she HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY DEATH, PROPERTY DAMAGE, INCLUDING VEHICLE DAMAGE OR FAILURE, TO, himself/herself and any entities or persons he/she represents resulting from the actions or inactions, including negligence and gross negligence, of any of the Releasees or otherwise, while he/she and/or such property is in or upon the Restricted Areas. In stating the above, each of the undersigned hereby expressly acknowledges that bodily injuries received or damage to property or vehicles may be compounded or increased by negligent rescue operations or procedures of the Releasees.

4. He/she agrees that **BD Diesel Performance / Valley Fuel Injection** and their successors and assigns, with respect to any tests, procedures, classes, or demonstrations or other events held in or upon the Restricted Areas, or any event held in connection therewith or related thereto, SHALL HAVE THE EXCLUSIVE RIGHT, without compensation, to take, make, broadcast, rebroadcast, use, reproduce, and transmit through any and all media whether now known or hereafter discovered, copyright, sell, license, assign, or otherwise dispose of, for any purpose whatsoever throughout the world, pictures, film tape, videos, radio, and/or television broadcasts, motion pictures, digital images, graphics, still photographs, and sound and images of all such events, including the advertising and exploitation thereof, and including, but not limited to pictures and sounds of the undersigned alone or with other persons, together with alterations of and additions to each of the above. He/she acknowledges that **BD Diesel Performance / Valley Fuel Injection** reserve exclusively unto themselves all rights pertaining to all of the above with respect to all tests, classes, and demonstrations conducted on the Restricted Areas.

5. He/she expressly acknowledges and agrees that the activities of the test, classes and demonstrations conducted in or upon the Restricted Areas are very dangerous and involve the risk of serious injury and/or death and/or property damage; and that the Releasee's have made no representations or warranties with respect to the condition of the Restricted Areas or of any buildings, facilities or equipment thereon.

6. He/she expressly acknowledges and agrees with the following set guidelines / rules.

- All drivers must have a valid driver's license or N. Any competitors with a designated Novice (N) driver's license or under the age of 18 will need a parent/guardian signature on entry form.
- Copy of driver's license must be provided / uploaded to pre-register. Driver's license and valid insurance must be presented on the day.
- ALL drivers must wear a DOT approved helmet.
- Safety restraint system must be worn and in proper working order.
- Any driver using injectable's MUST wear a fire jacket. Failure to do so will result in forfeit of points, loss of payout and/or up to a year suspension from competition in all BD Diesel Performance events. This is an insurance requirement and must be taken seriously. Fire Jackets are NOT provided by BD Diesel Performance.
- Failure to follow all safety rules and/or wear any of the mandated safety gear will result in non-refundable disqualification. Please read all safety rules in accordance with your class(s).
- No alcohol or drugs allowed in the pits.
- Any drivers under the influence will be subject to immediate ejection from the event and/ or detained by onsite security until local authorities arrive.
- Competitors will be Tech'd to ensure the correct class has been selected and safety requirements met.

BD Diesel Performance / Valley Fuel Injection have the right to refuse anyone at our discretion.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS CONSENT, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

This Agreement shall continue in perpetuity.

Signature	Printed Name	Date
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Make	Model	Date
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