

**ADULT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT  
(READ CAREFULLY BEFORE SIGNING)**

IN CONSIDERATION of being permitted to enter for any purpose any property owned in whole or in part by Daniel R. Plourde, Student Coffee & Vending, and DP23, LLC, all of Brookfield, Massachusetts, located at 5 Quaboag Street, a public way located in the Town of Brookfield, Massachusetts, or being permitted to participate in recreational activities at the property, including but not limited to motorsport riding, officiating, observing, working for, or participating in any way any events or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited, including, but not limited to, the riding area, competition area and a pit or paddock area) THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he/she has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he/she enters and 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 and/or refuse to participate further in the EVENT(S).

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Daniel R. Plourde, Student Coffee & Vending, and DP23, LLC, the promoters, participants, racing associations, sanctioning organizations or any affiliated entities thereof, track operators, track owners, officials, vehicle owners, riders, crews, rescue personnel, and persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities, regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "RELEASEES" from ALL LIABILITY, ON ANY LEGAL THEORY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin, FOR ANY AND 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 ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, INCLUDING ATTORNEY FEES, they may incur arising out of, or related IN ANY MANNER, TO MY ATTENDANCE AT, OR PARTICIPATION IN, THE EVENT(S).

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of, or related to, the EVENT(S) whether caused by the NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or property damage. THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of (the State or Province in which the EVENT(S) is/are 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.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, I FURTHER ACKNOWLEDGE THAT FAILURE TO NOTARIZE THIS FORM SHALL NOT AFFECT ITS VALIDITY.**

\_\_\_\_\_  
NAME OF PARTICIPANT - PRINT

\_\_\_\_\_  
SIGN NAME HERE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TOWN/STATE/ZIP

\_\_\_\_\_  
EMERGENCY CONTACT PERSON

\_\_\_\_\_  
TELEPHONE NO. - EMERGENCY CONTACT

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this \_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared the above named participant, proved to me through satisfactory identification, which was a picture ID containing his/her signature issued by \_\_\_\_\_ to operate a motor vehicle, to be the person whose name is signed on the preceding or attached document in my presence, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires: