

**RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE**

READ CAREFULLY BEFORE SIGNING

This Release, Waiver of Liability, and Covenant Not to Sue (this "Release"), dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is hereby given by \_\_\_\_\_ ("Participant").

The Participant willingly and voluntarily desires to participate in **THE CACTUSBALL RALLY** (the "Rally") driving event scheduled for two days on **JANUARY 19 and 20, 2019** as the driver of a high performance motor vehicle. The Rally is organized, produced and operated by Never 55 Productions, Inc., a Minnesota corporation, and Tyler Christopherson (the "Producers").

Because the Rally involves travel upon public roads and highways over significant distances, the Participant understands and acknowledges that the Rally involves a substantial risk of serious injury, death or property damage to the Participant due to a number of factors beyond the control of the Producers, including without limitation weather events, road conditions, driving conduct of other motorists, and unanticipated motor vehicle failures. Nonetheless, the Participant willingly and voluntarily desires to engage in the Rally, and further the Participant agrees to assume all risk of serious injury, property damage and/or death as a result of participation in the Rally. Furthermore, the Participant hereby represents that the Participant is not less than eighteen (18) years of age, and has no physical or mental condition or disability that would prevent the Participant from safely engaging in the Rally.

IN CONSIDERATION OF AND AS A CONDITION OF PRODUCERS PERMITTING THE PARTICIPANT TO ENGAGE IN THE RALLY, THE PARTICIPANT, ON BEHALF OF HIM/HERSELF AND HIS/HER SUCCESSORS, ASSIGNS, HEIRS, GUARDIANS, ESTATE, TRUSTEE(S), SPOUSE, CHILDREN, DEPENDENTS AND LEGAL REPRESENTATIVES, HEREBY RELEASES, FOREVER DISCHARGES, INDEMNIFIES AND HOLDS PRODUCERS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, VOLUNTEERS, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, INJURIES, DEMANDS, LAW SUITS, LIABILITIES OR OBLIGATIONS ARISING OUT OF THE RALLY. FURTHERMORE, IN CONSIDERATION OF AND AS A CONDITION OF PRODUCERS PERMITTING THE PARTICIPANT TO ENGAGE IN THE RALLY, THE PARTICIPANT, ON BEHALF OF HIM/HERSELF AND HIS/HER SUCCESSORS, ASSIGNS, HEIRS, GUARDIANS, ESTATE, TRUSTEE(S), SPOUSE, CHILDREN, DEPENDENTS AND LEGAL REPRESENTATIVES, HEREBY COVENANTS AND AGREES NOT TO SUE THE PRODUCERS AND/OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, VOLUNTEERS, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS, OR INITIATE ANY CLAIM OR LEGAL ACTION AGAINST PRODUCERS, OR SUCH OTHER PARTIES OF ANY NATURE WHATSOEVER RELATING TO ANY PERSONAL INJURIES, DEATH OR PROPERTY DAMAGES SUSTAINED AS A RESULT OF PARTICIPANT'S ENGAGEMENT IN THE RALLY.

**THE PARTICIPANT HAS CAREFULLY READ THIS ENTIRE RELEASE, AND THE PARTICIPANT IS SIGNING SAME WILLINGLY AND VOLUNTARILY AND FOR THE PURPOSES STATED HEREIN.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number