

International Trotting and Pacing Association Waiver and Release

In consideration of being allowed to participate in any way in the International Trotting and Pacing Association harness racing and related activities, the undersigned acknowledges, appreciates and agrees that:

- 1) The risk of injury from the activities in this program is potentially significant, and includes, but is not limited to, the risk of permanent injury, paralysis and even death.
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assuming full responsibility for my participation; and (note: this may not be enforceable to extent that such injury is caused by the negligence of the ITPA). I acknowledge I am responsible to arrange my own liability insurance coverage for my own protection.
- 3) I have read understand and agree to comply with Official Rules and Regulations which are attached, and I have affixed my initials thereon. I further understand and willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe an unusual significant hazard during my presence or participation, I will remove myself from participation and bring such attention to the attention of the nearest official immediately; and
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the International Trotting and Pacing Association, its officers, officials, agents, volunteers and/or employees, other participants, sponsoring agents, sponsors, advertisers, and, if applicable, owners and lessors of premise used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to personal or property including theft, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE IN CONSEQUENCE OF OR IN RELATION TO MY PARTICIPATION IN THE INTERNATIONAL TROTTING AND PACING ASSOCIATION HARNESS RACING AND RELATED PROGRAMS AND EVENTS.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that **I am giving up substantial rights by signing it, including but not limited to the right to sue**, and I am signing it freely and voluntarily without any inducement and I further agree that no oral representatives, statements and inducements apart from the foregoing written agreement have been made.

Print Participant's Name

Signature

Witness

Date Signed