



## DRAG RACES WAIVER AND RELEASE 2023

The undersigned participant ("Participant") desires to voluntarily participate in the Hot August Nights Drag Races and Burnouts Presented by AMSOIL Inc. (the "Event") to be conducted at The Nugget Casino Resort's west parking lot (the "Premises") on Wednesday, August 2 through Saturday, August 5, 2023.

**PARTICIPANT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS AND DANGERS INVOLVED IN PARTICIPATING IN THE EVENT, AND THAT PARTICIPANT CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF PARTICIPATING IN THE EVENT.**

**Participant acknowledges and agrees that his/her participation in the Event is entirely voluntary, and that he/she has investigated the location where the Event will occur and has fully advised himself/herself of all risks ("Risks") associated with participating in the Event. Participant acknowledges that he/she will be exposed to Risks and dangers by participating in the Event and that such dangers include, but are not limited to, being involved in a vehicle crash, being struck by a vehicle, falling, slipping, tripping, and being hit by flying objects or persons, and that Participant will carefully observe the Event to identify any other risks to any Participant.**

In consideration of the opportunity to participate in the Event, Participant, for himself/herself and his/her heirs, representatives, administrators, and assigns, and anyone else claiming by or through Participant (collectively, the "Participant Parties"), hereby releases, indemnifies, holds harmless, waives, and forever discharges Hot August Nights, Inc., The Nugget Casino Resort, AMSOIL Inc. and any of their respective agents, employees, volunteers, officers, directors, affiliates, successors and assigns, (collectively, the "Promoters") from any and all losses, injuries, damages, claims, demands, actions, and causes of action of any sort arising out of or in connection with the Event or Participant's participation in the Event, including, but not limited to, injury to any person or property or loss of life.

This Release applies to any and all claims, causes of action, demands, or sums of money that Participant or any Participant Parties may have or be entitled to or could claim from the Promoters as a consequence of any type of damage, loss, death or injury that Participant or any Participant Parties has or may in the future have as a consequence of Participant's participation in the Event, whether the claim, cause of action or demand is grounded in negligence, tort, contract, or any other legal basis for recovery.

Participant understands and agrees that he/she may not bring any lawsuit against Promoters and hereby agrees not to initiate or assist in the commencement, threat or prosecution of any claim, lawsuit, or action at law or otherwise against Promoters that Participant or any Participant Parties may have now or in the future arising out of or in connection with Participant's participation in the Event.

Participant further understands and agrees to hold harmless, protect, defend and indemnify the Promoters, including all of their respective agents, employees, volunteers, officers, directors, affiliates, successors and assigns, and any and all other persons, firms or corporations which might be subject to liability arising out of the Event ("Indemnified Parties"), to the fullest extent permitted by law from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, damages to the facilities and attorneys' fees and court costs), fine or penalty that may be imposed against, incurred by, or which may be sought to be imposed against the Indemnified Parties from the actions, omissions, conduct, or participation of Participant arising from or resulting directly or indirectly from the Event.

Participant represents that he/she has the necessary requisite skills to participate in all facets of and activities associated with the Event and configuration of the Promoter's facility. The nature of the activities have been fully disclosed and any advertisement relating to participation in the Event is expressly made a part of this Waiver and Release.

This document shall be governed by and construed with the laws of the State of Nevada. Participant hereby consents to the exclusive venue and jurisdiction of the state and federal courts sitting in Washoe County, Nevada for any lawsuit arising out of or related to this document or Participant's participation in the Event. If any of the Promoters are required to bring any action to enforce their rights under the Release and Waiver and are successful in such action, the Participant shall reimburse the Promoters for all of their reasonable fees and expenses in bringing and pursuing such action, including attorneys' fees.

Participant agrees and acknowledges that he/she has carefully read the Waiver and Release without any time constraints and that he/she fully understands the Waiver and Release, and agrees to be bound by the contents hereof, and that Promoters would not offer to, or allow Participant to participate in the Event but for, and in reliance on Participant's assurances, agreements, representations, covenants, and releases contained in this document.

This Waiver and Release contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver and Release.

The provisions of this Waiver and Release will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Promoters whether by agreement, operation of law, or otherwise.

**BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT HE/SHE MAY BE GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS HIS/HER INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.**

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

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

\_\_\_\_\_  
Date