

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

DESCRIPTION OF EVENT: 12-02-2007 Motor 4 Toys 4<sup>th</sup> Annual Charitable Exotic Car Show      DATE RELEASE SIGNED: \_\_\_\_\_

The undersigned desires to participate in the above referenced event. IN CONSIDERATION of being permitted to observe, exhibit, attend, or participate in any way in the EVENT, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, invitees or guests, all heirs and next of kin (collectively Releasers):

1. Acknowledges, agrees, and represents that he/she and his/her guests will **conduct themselves with courtesy and consideration** to the benefit of all hosts, attendees, exhibitors, vendors and law enforcement, and also agrees to remain out of those areas designated as restricted, cordoned or coned off, or would result in the damage of the properties on which the event is held **including the landscaping.**
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE FOR ALL TIME Motor For Toys Charitable Foundation, Countrywide Home Loans or any of its associated companies, Farmers Insurance Group or any of its associated companies, the City Of Westlake Village, the promoters, sponsors, participants, associations, sanctioning organizations or any subdivision thereof, rescue personnel, owners and lessees of premises used to conduct the EVENT, and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "RELEASEES," FROM ALL LIABILITY 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 THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN LOSS, INJURY OR DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE 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 attorneys' fees and costs, that may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, and is intended to be as broad and inclusive as is permitted by the laws of the state of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. HEREBY represents that the vehicle is properly insured under California State Law, and the driver is responsible for any misconduct or traffic related issues.
7. HEREBY agrees that his/her image and likeness can be used in all media formats without compensation or restriction.

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 IT 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.

**ALL SECTIONS MUST BE COMPLETED**  
**BY SIGNING BELOW YOU ACKNOWLEDGE THAT YOU HAVE READ THIS:**

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

***Everyone in this vehicle must be listed below.***

**PLEASE PRINT THE NAME OF EACH PERSON IN THE ABOVE VEHICLE AND SIGN**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

Signature and Title of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_