**Speedway Sports Complex Courts Waiver and Agreement**

I (we), and on behalf of my (our) team and any of my (our) players, I (we) wish to participate in physical activities and /or exercises within Speedway Sports Complex Courts (hereafter “Speedway Courts”). I (We) understand that I (we) do so at my (our) own risk. In exchange for being permitted to participate in physical activities and /or exercise at the Speedway Courts, I (we) hereby release and waive Speedway Properties (B & J Partnership, Ltd.) (hereafter “Speedway”) and any corporations or entities affiliated with Speedway, including but not limited to all employees, officers, directors, Managers of Speedway, agents, representatives and any volunteers(hereafter “Released Parties” from liability of any kind, of or to me or any other person accompanying me while at the Speedway Courts, directly arising out of or in connection with my (our) participation in or attendance at the Speedway Courts.

I (We) further agree to hold harmless, indemnify and reimburse the Released Parties from and for any sums, costs, or expenses incurred by any of the Released Parties or paid by them to any person (including me, any of my (our) players and attendees associated with my (our) team, or my insurers) in connection with any accident, loss, damage, or injury sustained by me or others in connection with my (our) attendance while at the Speedway Courts. This means that I will reimburse the Released Parties if anyone makes a claim against them based on damages or injuries I (we) may suffer.

* I (We) agree to abide by the rules/regulations and policies established by the Speedway Courts.
* I (We) understand that physical activities and exercising can be strenuous and potentially hazardous to my (our) health. I (we) know I (we) should not undertake such activities unless I (we) am (are) medically able and properly trained. I also know that the ultimate responsibility for my (our) health rests with me (us) and I (we) assume the risks.
* In consideration of being allowed to use the Speedway Courts, I (we) hereby for myself and my (our) players and attendees associated with my (our) team, my (our) heirs, executors, administrators and all others who may claim on my (our) behalf hereby waive and release Speedway and Released Parties from any and all liability arising from my (our) use of the Speedway Courts. I (We) have read all of the foregoing and agree to all the terms and conditions therein stated.