

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate in the **Annual 48Hrs of Tri-State Charity Event ("Event")**, sponsored by AZP Installs of NJ, Inc. & The 48hrs Committee.

THE UNDERSIGNED PARTICIPANTS:

1. HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the sponsors of the above event, the officers and members, along with any other sponsors and all of its holdings, and owners and lessees of premises used to conduct the event and each of them, their officers and employees, the dealers, officers, directors, management, officials and volunteers assisting in the event, the sanctioning organization or any subdivision thereof, grounds operators, grounds owner, officials, promoters, sponsors, advertisers; all for the purpose herein referred to as "releases," from all liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is participating in the event;

2. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost (including attorney's fees) they may incur due to the presence of the undersigned participating in the event and whether caused by the negligence of the releases or otherwise.

3. THE UNDERSIGNED PARTICIPANTS agree that while participating in this event, the use of alcohol or any substance which affects the ability to operate or control his or her vehicle or may be considered as hazardous to the health and safety of participants and spectators is strictly forbidden.

4. THE UNDERSIGNED AGREES that he or she will not use or operate any vehicle in violation or contravention of any City, County, State or Federal laws, statutes, ordinances or regulation and shall be personally liable for all fines and penalties for traffic law violations, including all vehicle occupants utilizing seat belts at all times and no use of cell phone while driving, even if not prohibited by law. ADDITIONALLY, THE UNDERSIGNED AGREES that if they will be operating a motor vehicle during this event that they possess a current and valid driver's license which is in good standing and unrestricted. FURTHER, THE UNDERSIGNED AGREES that that he/she has automobile insurance and will maintain such throughout the Event as primary insurance. This insurance includes, but not limited to, third party liability for bodily injury or property in amounts not less than the statutorily required minimums and does not have any exclusion for use of this vehicle in this Event. Insurance also includes collision and comprehensive coverage for damages to their vehicle. THE UNDERSIGNED AGREES that they are responsible for any damage or loss of any kind and at any time during the Event to their vehicle whether they maintain collision or comprehensive coverage.

5. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while participating in the event.

6. THE UNDERSIGNED HEREBY REPRESENTS that their vehicle is in good operating condition and has no known defects or mechanical issues that would prevent it from making this trip safely with little risk for break-down. In the event that the undersigned's car becomes disabled, the participants/sponsors/organizers may attempt to assist in a getting the car operating. However, if the required repairs are more extensive than can be diagnosed or repaired, the expense of towing, repairs, travel expenses, etc are solely the responsibility of the undersigned. The undersigned acknowledges that if the repairs/damage/etc renders their vehicle inoperable the other participants in the event may, and likely will, continue the event without the undersigned.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State in which it is operated in and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS FULLY READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I understand and accept that in the course of my attendance at and participation in the Event, Film or Photographs may be taken, or illustration may be made of me and/or my personal property (including my Car). I acknowledge and agree that such film/photographs and/or illustrations may be used in any medium by the organizers, promoters, sponsors of this event and all the related entities and agencies for advertising and promotional purposes in any medium, without compensation to me.

Name: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Vehicle Info: Make _____ Model _____ Year _____ Color _____

Insurance Info: Name of Carrier _____ Policy No. _____

Driver: Yes ___ No ___ Passenger: Yes ___ No ___ (check as appropriate)

I HAVE READ THE FOREGOING IN ITS ENTIRETY AND AGREE/REPRESENT/WARRANT EACH AND EVERY STATEMENT TO BE TRUE AND ACCURATE.

Signature: _____ Date: ___/___/___