

VERY IMPORTANT

Instruct your representatives (witness) on how to properly complete the Release & Waiver indemnity form (sample attached).

Your representatives (witness) should read the form carefully. They should be able to respond to questions about the Waiver from persons entering any restricted area. Their response should make clear the intent of the form. The signing of the Release and Waiver is a pre-condition to participating in the event. The signer acknowledges the potential hazards and risks of injury present and by signing, waives the legal right to sue for negligence. Your representative should give them the opportunity and time to read and understand this document before signing and entering the restricted area. **DO NOT LET THEM PASS OVER THESE INSTRUCTIONS LIGHTLY OR PROVIDE INCORRECT INFORMATION.**

The Release and Waiver provided by T.H.E. Insurance Company is the only form to use. The use of it is a condition of your general liability policy. It must be completed properly to ensure coverage and to be of value in a court case. The Release is a legal contract between you and any person permitted to enter the restricted area during a scheduled event, no matter what their duty is in the restricted area. **DO NOT** use release wording on any other documents to require a participant to sign which is different from wording on the T.H.E. release, as this can cause confusion in a claim situation.

To properly complete the **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** form (for use with adults 18 years and older):

1. The first line at the top must show the type of event, location (track name) and the date of event.
2. In the multiple line area that being "I have read this release..." any and all persons permitted to enter a restricted area during a scheduled event must print and sign their legal name and state their duties in the restricted area.
3. The witness representing the insured must sign their name and enter their title on the bottom line.
4. In the event a person cannot read English or is illiterate, have a member of your staff read the release to them and then sign form as well.

To properly complete the **PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** form (for use with minors 17 years and under only!)

1. The first line at the top must show the type of event and location (track name).
2. All minors should have both parents or legal guardians sign a release form with the minor prior to the race season. Subsequently, the minor and one parent or legal guardian should sign the release prior to admittance at each event.
3. **Under no circumstances should a minor sign an adult release and waiver form!**

Providing T.H.E. with a properly completed form when requested puts the company in a better position to defend you and protect your loss ratio in the event of a claim.

1. Keep all signed forms the minimum period of time your state considers the statute of limitations.
2. Be prepared to supply an original signed waiver of a claimant dated prior to an incident in question.

3. DO NOT FOLD, MARK, OR DEFACE ANY WAIVER AND RELEASE FOR ANY REASON. ALL WAIVER AND RELEASE FORMS ARE LEGALLY BINDING CONTRACTS. IT IS YOUR RESPONSIBILITY TO KEEP ALL SIGNED WAIVER AND RELEASE FORMS ON FILE FOR AT LEAST TEN YEARS.