

PLEASE SIGN BACK OF SHEET!!!!

DSRA, INC RELEASE AND WAIVER OF LIABILITY

The undersigned, for myself, my personal representative, heirs, next of kin, successors, and assigns do:

- A. Hereby agree to assume all responsibility and liability for all acts or activities of myself, my drivers, assistants, and crew for any and all damages or injury that may be caused by any or all of us or by our boat, motor, properties or possessions in any way growing out of or resulting from the operation of my boat racing equipment and/or as a result of our participation in a race or time trial or during the actual sanctioned period;
B. Hereby release, waive, discharge and covenant not to sue DSRA, INC, including all its corporate, elected and appointed officials, all members or committees, referees and inspectors, its individual participants, participant's clubs, agencies or governments which control essential land and water sites, financiers and firms which render essential service gratis, including all officers, agents and employees of the foregoing and volunteer workers assisting in race and time trial activities, all hereinafter referred to as releaser personal representatives, heirs, next of kin, successors and assigns, for all loss or damage for bodily injury/death or damage to property of the undersigned which in any way grows out of or results from the race or the time trial activities or any part thereof during the actual sanction period and whether any such claims may be based upon alleged passive or active negligence whether caused by the releaser or otherwise, or participation in the wrong, or upon any alleged breach on statutory duty obligation;
C. Herby agree to indemnify and save and hold harmless releaser and each of them from any loss, liability, damage or cost they incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by negligence of the releaser or otherwise;
D. Herby assume full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the releaser or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for or for any purpose participating in the event, and;
E. The undersigned expressly acknowledges and agrees that the activities of the event are very dangerous and involve the risk of serious injury and/or death and/or property damage. The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is to be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By voluntarily affixing my signature below, I warrant that I have read and understand all the foregoing: THE STATEMENTS IN MY APPLICATION ARE TRUE AND THE RELASOR WILL RELY ON THEM AND UPON MY COMMITMENTS IN ENTERING INTO THIS AGREEMENT.

Signature of Participant: _____ Date: _____

ARBITRATION AGREEMENT

Boat owner/driver acknowledges and agrees that DSRA, INC travels and deals in interstate commerce, holding events in, but not limited to Texas, Louisiana, Mississippi, and Alabama, and marketing in multi-state participation. Boat owner/driver thus acknowledges that the boat owner/driver and DSRA, INC and other aspects of participation in any DSRA, INC event is involved in, affects, or has a direct impact upon interstate commerce.

Boat owner/driver and DSRA, INC agree that all claims, demands, disputes or controversies of every kind or nature between them arising from, concerning or relating to any of the aspects involved in the race event, sponsorship, and competition shall be settled by binding arbitration conducted pursuant to the provisions of the Federal Arbitration Act 9 U.S.C. Section 1 et seq. and according to the Commercial Arbitration Rules of the American Arbitration Association. Without limiting the generality of the foregoing, it is the intention of the boat owner/driver and DSRA, INC to resolve by binding arbitration, all disputes between them concerning the race event, sponsorship, competition, the terms and meaning of any of the documents signed or given in connection with the race event, sponsorship, competition, and any representations, promises, or omissions made in connection with the race event, sponsorship, and competition or any other aspects thereof.

Either party may demand arbitrations by filing with the American Arbitration Association a written demand for arbitration along with a statement of the matter of controversy. A copy of the demand for arbitration shall simultaneously be served upon the other party. The boat owner/driver and DSRA, INC agree that the arbitration proceedings to resolve all such disputes shall be conducted in the city where the current President of DSRA, INC resides. Boat owner/driver and DSRA, INC agree that any questions regarding whether a particular controversy is subject to arbitration shall be decided by the Arbitrator.

This agreement is binding upon and inures to the benefit of the boat owner/driver and DSRA, INC and the officers, employees, agents and affiliated entities of each of them. The agreement will survive payment of boat owner/driver and DSRA, INC.

Boat owner/driver and DSRA, INC understand that they are agreeing to resolve disputes between them described above by binding arbitration, rather than by litigation in any court.

By execution below, each applicant expressly accepts, acknowledges and agrees to abide by all rules and the DSRA Rule Book and all of its terms and acknowledges receipt of same and the contents thereof as if set forth herein in detail.

Signature of Participant: _____ Date: _____

Signature of Witness: _____ Date: _____