



Octane Time Attack - Time Attack Event Waiver and Release of Liability

I, _____ **[Participant's Full Name]**, hereby acknowledge and agree to the terms and conditions set forth in this Waiver and Release of Liability ("Waiver") in consideration for being allowed to participate in the Time Attack event offered by Octane Time Attack, which is operated under Scott Dollahite Racing LLC, at Harris Hill Raceway.

Acknowledgment and Assumption of Risk:

I understand and acknowledge that participating in a Time Attack event involves inherent risks, including but not limited to:

- High-speed driving incidents
- Potential collisions with other vehicles or objects
- Mechanical failures
- Property damage
- Personal injury
- Death

I voluntarily assume all such risks, both known and unknown, associated with my participation in this event.

Medical Fitness:

I certify that I am medically fit to participate in this high-intensity driving event and have no physical or mental conditions that could be exacerbated by my participation.

Comprehensive Release and Waiver:

In consideration for being allowed to participate in the Time Attack event, I, on behalf of myself, my heirs, executors, administrators, and assigns, hereby release, waive, and discharge Octane Time Attack, Scott Dollahite Racing LLC, its owners, agents, employees, team members, and affiliates from any and all claims, liabilities, demands, actions, or causes of action, whether known or unknown, foreseen or unforeseen, arising out of or related to any loss, damage, or injury, including but not limited to property damage, personal injury, or death, that may be sustained by me or to any property belonging to me during the course of participating in the Octane Time Attack events.

Covenant Not to Sue:

I agree not to initiate any lawsuit, court action, or other legal proceeding against Octane Time Attack, Scott Dollahite Racing LLC, its owners, agents, employees, team members, and affiliates for any reason related to this event.



Exclusion of Liability for Damage:

I understand and acknowledge that Octane Time Attack, Scott Dollahite Racing LLC, and its team members are not responsible or liable for any damage to my car, the racetrack, or any other property, even when the event involves coaches driving the cars. This exclusion of liability applies in all circumstances, including cases of negligence.

Participant's Responsibility for Damage:

I acknowledge and agree that I am solely responsible for any damage caused to the cars, racetrack, or other personnel during the Octane Time Attack event. I understand that I will be responsible for covering any costs associated with such damages. I agree to promptly reimburse Octane Time Attack or any affected parties for any damage I cause, as assessed by Octane Time Attack or its designated representatives.

Insurance Requirements:

I acknowledge that it is my responsibility to obtain and maintain appropriate insurance coverage for my car and personal well-being. I understand that Octane Time Attack, Scott Dollahite Racing LLC, does not provide insurance coverage for my property or person. If requested, I agree to provide proof of valid insurance coverage for my vehicle and personal liability before participating in the event.

Compliance with Instructions and Conduct:

I agree to comply with all instructions, rules, safety guidelines, and behavioral expectations provided by Octane Time Attack, Scott Dollahite Racing LLC, and its coaching staff during the Time Attack event. I understand that failure to comply may result in my immediate removal from the event without refund.

Indemnification:

I agree to indemnify, defend, and hold harmless Octane Time Attack, Scott Dollahite Racing LLC, its owners, agents, employees, team members, and affiliates from and against any and all claims, suits, actions, liabilities, costs, and expenses, including attorneys' fees and defense costs, arising out of or in connection with my participation in the Time Attack event, including any third-party claims related to my conduct during the event.

Governing Law and Jurisdiction:

This Waiver shall be governed by and construed in accordance with the laws of Texas. Any legal action or proceeding arising out of or related to this Waiver shall be brought exclusively in the state or federal courts located within Hays, Texas. I hereby consent to the exclusive jurisdiction of said courts.



Media Release:

I grant Octane Time Attack and Scott Dollahite Racing LLC, the right to use my name, likeness, image, and voice for promotional purposes related to the event without compensation.

Severability:

If any provision of this Waiver is held to be unenforceable, the remaining provisions shall remain in full force and effect.

Acknowledgment and Consent:

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY. I ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Full Name: _____

Participant's Signature: _____

Date: _____

Parent/Guardian Name & Signature (if participant is a minor):
_____ (if applicable)

By booking this event, you agree to read and follow the Octane Time Attack Event Rules & Regulations.