

# **SMOKE ON THE WATER DRAG BOAT RACES**

## **Waiver of Responsibility-Assumption of Risk**

The undersigned participant agrees that by entering this event, he/she acknowledges that the event site is safe and suitable for racing, and he/she further acknowledges that by participating in the event, he/she may suffer bodily injury or death, or loss or damage of property. The participant further acknowledges that they have voluntarily assumed the risk of such losses and waives any claims for such losses against Smoke on the Water Drag Boat Races, Karon Grulkey, City of El Reno, their Directors, officials, other participants event sponsors, event promoters, together with all agents and designees further known as Smoke on the Water Drag Boat Races. The participant discharges such persons and or entities from responsibility for such losses, and covenants not to sue such persons or entities for such losses. All participants shall be required as condition of participation; to sign all required entry forms. For purposes of this event, the term participant shall include any person directly or indirectly associated with any vehicle or boat which has been permitted to enter the event site for the purpose of competition, including, but not limited to owners, drivers and crew members.

SMOKE ON THE WATER DRAG BOAT RACE MAKES NO REPRESENTATIONS OR EXPRESSED OR IMPLIED WARRANTIES OR GUARANTEE AGAINST INJURY OR DEATH TO PARTICIPANTS OR SPECTATORS OR DAMAGES TO PERSONAL PROPERTY. Safety is the responsibility of equipment manufacturers, builders, and participants in the event.

Those participating in this event, who elect to leave property at said event site for themselves and/or on behalf of any and all owners of such property, release, waive, discharge, and covenant not to sue Smoke on the Water Drag Boat Races, their Directors, Officers, Officials, Event Sponsors, Event Promoters, Race Track Owners and/or Operators, Employees, or Representatives from and for liability to the participation(s) and owners of the property, their fiduciaries, personal representatives, assigns, successors, heirs, legatees, devisees, next of kin, and all others for any and all loss or damage, and all claims or demands which may be made on account of loss or damage to any property of the participant or owner, or property of others entrusted to the participant or owner. This provision applies while the subject property is located at the event site.

### **Substance Abuse Policy**

No owner, driver, or crewmember shall inhale, ingest, use or partake of any alcoholic beverage, intoxicant, depressant, controlled drug or substance, or illegal drug or substance at any time immediately preceding or during any event, unless prescribed by a medical doctor. Furthermore, while participating in this event, no owner, driver, or crewmember shall inhale, ingest, use or partake of any prescription drug that could impair his/her ability to properly function in a racing atmosphere. If there is any suspicion with regard to the foregoing, any Smoke on the Water Drag Boat Race official may at his/her discretion, require that the alleged offender submit to chemical analysis including, but not limited to breath, blood or urine tests. Such test may be performed at the event site if there is a qualified medical doctor, EMT, or peace officer present to perform same. If requested, any qualified medical personnel attending to a participant who has been involved in an accident may also perform these tests. Any requested by the official. Refusal to submit to such test if requested or testing positively will result in the immediate disqualification of the participant's registered boat at the event. Further disciplinary action, such as future race suspension, the discretion, disqualify a participant if the official has reasonable and strong belief that the participant is impaired and/or in violation of the Substance Abuse Policy. Each owner, driver, and crewmember agrees that upon registering for any event, he/she understands the foregoing policy and accepts the terms and conditions as outlined herein.

Each participant further agrees to hold Smoke on the Water Drag Boat Races as well as their Directors, Officials, Other Participants, Event Sponsors, Event Promoters, and their Directors and Officers harmless, and each participant agrees to waive all claims against such persons for any damages, loss, or incurred expense of any kind which might result directly or indirectly from this Substance Abuse Policy of its implementation, including, but not limited to, actions which Smoke on the Water Drag Boat Races might take in reliance of information produced through the Substance Abuse Policy.

**DATED THIS \_\_\_\_\_ DAY OF JULY 20\_\_**

**PRINT NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_**