

# PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of AZ 4Runner Parts LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "AZ 4Runner Parts", I hereby agree to release, indemnify, and discharge AZ 4Runner Parts, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, subrogee, personal representative and estate as follows:

1. I acknowledge that any automotive and mechanical work entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. By signing below I also acknowledge I have watched and understood how to use the special equipment such as the spring compressor Branick 7600, 20 ton press and engine hoist.

The risks include, among other things: slipping and falling; crushing injuries; burns; amputations; falling objects; confined spaces; water hazards; diseases; hazardous material; improper lifting or carrying; the negligence of other persons who may be present; my own physical condition; and the physical exertion associated with this activity.

Furthermore, AZ 4Runner Parts employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in use of the garage facilities, tools, and equipment. My participation in the use of the garage facilities is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless AZ 4Runner Parts from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of AZ 4Runner Parts equipment or facilities, including any such claims which allege negligent acts or omissions of AZ 4Runner Parts.

4. Should AZ 4Runner Parts or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear all the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against AZ 4Runner Parts, I agree to do so solely in that state of Arizona, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

***By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against AZ 4Runner Parts on the basis of the claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.***

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_