

RELEASE OF LIABILITY AGREEMENT

This RELEASE OF LIABILITY AGREEMENT is made and entered on this date _____ by and between Pittsburgh International Race Complex whose address is 201 Penndale Road, Wampum, PA 16157 ("Owner") and (Customer's name) _____.

Customer's address: _____

Customer's phone number: _____

Date of drop off: _____ Date of pick up: _____

Trailer Plate Number: _____

WITNESSETH:

Whereas, Owner is the owner of the certain improved real property having an address of 201 Penndale Road, Wampum, PA 16157 ("Owner's Property") and

Whereas, Releaser desires to leave certain personal property overnight on Owner's property and owner has agreed to the same on the terms and conditions hereinafter set forth.

Now, therefor, in consideration of the agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Releaser, intending to be legally bound, hereby agree as follows:

- 1. Term.** Owner hereby gives permission to Releaser, on the terms and conditions hereinafter stated, to leave the following personal property on Owner's Property in areas designated by Owner in Owner's sole and absolute discretion:

Please list personal property:

a. _____

b. _____

c. _____

- 2. Releaser Covenants/Indemnity.** Releaser agrees that it shall observe all governmental ordinances, laws, rules and regulations, which might be applicable to it or Releaser's Property. Releaser shall not carry on any unlawful or immoral business in or about Owner's property, and shall not carry on any business which will endanger buildings from fire or cause a forfeiture of any fire insurance that Owner has or may hereafter have on any buildings on Owner's Property. Releaser shall keep the areas designated by Owner where Releaser may leave Releaser's Property clean and reasonably free of debris, and shall cause all refuse to be removed from said areas upon Releaser removing Releaser's Property therefrom, all at the sole cost and expense of Releaser. Releaser shall repair any damage to the Owner's Property caused by Releaser or its employees. Releaser shall at all times occupy the Owner's Property in accordance with the terms of this License.

Releaser shall and does hereby agree to indemnify, defend and hold Owner harmless from and against any and all lost, cost, expense, liability, causes of action, actions, claims, and demands (including the cost of defending against the firegoing and including, without limitation, attorney's fee), resulting or occurring from the leaving of Releaser's Property on Owner's Property and/or Releaser's use or occupancy of Owner's property.

Should Releaser fail to comply with any provision of this Paragraph 4, then Owner may make any repair or remove any refuse and do all other things as herein provided to be done by the Releaser at the expense of the Releaser, and said expense thus incurred may be collected as a Fee under this

License. Owner may enter the areas where Releaser may be permitted to leave Releaser's Property at any time, with or without the presence of Releaser, for the purpose of ascertaining whether the said areas are kept in good order and repair.

Releaser shall take Owner's Property in "as is, where is" condition, and Owner makes no representations or warranties whatsoever, whether express or implied, with respect to the Licensed Premises, including without limitation, fitness for a particular purpose.

3. **Insurance.** Releaser shall at all times maintain appropriate insurance on Releaser's Property, in amounts acceptable to Owner.
4. **Release.** Releaser hereby acknowledges that it knowingly and voluntarily assumes the risk of any injury or damage, which it may sustain as the result of its leaving Releaser's Property on Owner's Property. Releaser, for themselves and anyone claiming through or under them by way of subrogation or otherwise, hereby releases Owner from any and all liability for any insurable loss or damage to property and the rents therefrom, regardless of the cause of the damage or loss, including the negligence or fault of Owner. Releaser shall cause each insurance policy carried by them insuring Releaser's Property to be written to provide that the insurer waives all rights of recovery by way of subrogation against the other party hereto in connection with any loss or damage covered by the policy.
5. **Invalidity.** Should any term, covenant, condition, provision, sentence or part thereof this agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms and provisions shall, nevertheless, remain in full force and effect.
6. **Successors Bound.** This agreement shall be binding upon the parties hereto and their respective successors and assigns. Releaser may not assign this agreement and any attempted assignment shall be of no force or effect whatsoever.
7. **Governing Law.** This license shall be governed by and constructed in accordance with the laws of the Commonwealth of Pennsylvania.

In Witness Whereof, intending to be legally bound, the parties hereto have executed this agreement by their duly authorized officers.

Witness/Attest (Releaser)

OWNER:

Witness/Attest (Owner)

Releaser:
