

## TURN 8 TRACK EVENT AGREEMENT AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

This document contains a release to all claims for property damage, personal injury and death.

As an event participant and/or guest, I hereby acknowledge and agree: I have asked to participate in a private track event organized by TURN8 RACING, LLC.

I AM AWARE THAT OPERATING OR RIDING A VEHICLE ON A RACE TRACK IS A DANGEROUS ACTIVITY INVOLVING RISKS OF SERIOUS PERSONAL INJURY AND DEATH, AND I AM VOLUNTARILY PARTICIPATING IN TURN8 RACING ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT ALL RISKS OF PROPERTY DAMAGE, PERSONAL INJURY AND DEATH. I RELEASE TURN8 RACING FROM ANY LIABILITY THEREOF.

IN CONSIDERATION of being allowed to participate in the event and use of the race track facilities, I hereby agree to assume all risks permitted by law and I agree for myself on behalf of my heirs, guardians, legal and personal representatives and assigns to make no claim, or sue, or otherwise prosecute TURN8 RACING, or representatives or and affiliated organizations, participants, employees, agents, officers, directors, owners, successors, or assigns, for any injury, damages, or death resulting from negligence or any other cause, upon or as a result of my participation in TURN8 RACING events. Further, I hereby release and forever discharge TURN8 RACING, any affiliated organizations, participants, employees, agents, officers, directors, owners, successors and assigns all liability, actions, claims, and demands for myself on behalf of my heirs, guardians, assigns, legal and personal representatives, that may hereafter exist for any injury, property damage or death whether from negligence or howsoever caused or resulting in any manner upon or from my participation in the TURN8 RACING. I further agree that this Agreement and Release of Liability is intended to be as broad and inclusive as permitted by law and that if any portion is held invalid, the balance shall continue in full legal force and effect.

EACH DRIVER IS RESPONSIBLE FOR THE CONDITION OF HIS/HER VEHICLE.

I attest that I have inspected the mechanical condition of my vehicle to be used at the track event and deem it to be safe, free of any fluid leaks and mechanically sound. I also understand and agree that the operational condition of my vehicle is my responsibility solely, and that if damages, injuries or deaths occur as a result of my vehicle's condition and/or mechanical failure(s), TURN8 RACING is not responsible. It is my responsibility as a participant to determine if I am qualified to inspect and certify that my vehicle is safe to operate on a race track. If I am not capable or qualified, then I understand and agree that it is my responsibility to hire a qualified mechanic to conduct a safety inspection and certify that my vehicle is safe for race track operation. My submission of the signed TURN8 RACING "Tech Inspection Form" further certifies that I understand and agree to these terms.

I understand that TURN8 RACING does not guarantee the safety of any participant, nor does TURN8 RACING assume any responsibility for the actions of any participant or staff member during the track event. TURN8 RACING does not provide medical or vehicle insurance. As a participant, guest, or observer, I agree to provide my own medical and vehicle insurance. TURN8 RACING may operate regardless of weather or other adverse conditions. Participants are not required to participate in any fashion, under any weather conditions whatsoever. When, and/or whether to participate, is left entirely to the judgement of the individual participant.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS DOCUMENT IS A COVENANT NOT TO SUE AND A RELEASE OF LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT AND IS A CONTRACT BETWEEN MYSELF AND TURN8 RACING FOR THE BENEFIT OF ANY AFFILIATED ORGANIZATIONS, PARTICIPANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS IN WHICH I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY SIGNING THIS AGREEMENT.

APPLICANT Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Rules to remember (so everyone has a safe and fun track day!

1. **Never get out of your car (you or your passenger) at any time on the track unless it is on fire.**
2. **Never take your helmet off or undo your chin strap or seatbelt (you or your passenger).**
3. **If you have to be towed twice in the same day, you will not be allowed back on the track for the day.**
4. **If you go off track excessively, you will not be allowed back on the track for the day.**
5. **No handheld device in hands while on the track.(you or your passenger)**

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS FULLY. I AM AWARE THAT THIS DOCUMENT IS A COVENANT NOT TO SUE AND RELEASE OF LIABILITY REGARDLESS OF NEGLIGENCE OR FAULT AND IS A CONTRACT BETWEEN MYSELF AND TURN8 RACING FOR THE BENEFIT OF ANY AFFILIATED ORGANIZATIONS, PARTICIPANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS IN WHICH I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, AND I ACKNOWLEDGE VOLUNTARILY SIGNING THIS AGREEMENT.

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

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

Today's Date: \_\_\_\_\_