

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

CAUTION: PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE THE **ROC DRIVING JV** (HEREIN REFERRED TO AS ROC DRIVING) FOR ANY PERSONAL INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF TRAINING, EQUIPMENT OR SUPERVISION PROVIDED IN CONNECTION WITH DRIVING EXPERIENCE, TAXI RIDES, RACE TRAINING AND/OR SELF DRIVING ACTIVITIES.

WARNING: MOTORSPORT COULD CAUSE SERIOUS INJURY OR EVEN DEATH.

READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY INITIALLING EACH PROVISION IN THE SPACE PROVIDED AFTER EACH PROVISION. THEN SIGN AND DATE THE FORM.

IN CONSIDERATION OF **ROC DRIVING** ALLOWING (PLEASE NEATLY PRINT YOUR NAME)____(HEREIN AFTER REFERRED TO AS "THE PARTICIPANT") TO UTILIZE THE FACILITIES AND RACE CARS AND TO PARTICIPATE TAXI DRIVES AND/OR DRIVING EXPERIENCES AND ITS ASSOCIATED ACTIVITIES, IT IS AGREED THAT:

1. **PARTIES INCLUDED:** THE PARTICIPANT UNDERSTANDS THAT THIS AGREEMENT INCLUDES **ROC DRIVING**, THEIR PARTNERS, EMPLOYEES, INSTRUCTORS, AGENTS, THE OWNERS OF THE LAND, BRIDGES, LAND RACETRACK UTILIZED FOR MOTORSPORT ACTIVITIES AND THE BUSHY PARK RACETRACK, OR ITS EMPLOYEES, DESIGNERS AND ENGINEERS OF EQUIPMENT OR RACE CARS USED BY **ROC DRIVING** AND ANY PUBLIC ENTITY OR PUBLIC EMPLOYEE (HEREINAFTER COLLECTIVELY REFERRED TO IN THIS **ROC DRIVING**.

____(INITIALS)

2. **ASSUMPTION OF RISK :** THE PARTICIPANT IS FULLY AWARE THAT MOTORSPORT AND/OR DRIVING EXPERIENCE AND ALL ASSOCIATED ACTIVITY IS A CALCULATED RISK SPORT AND CONTAINS INHERENT RISKS AND DANGERS (INCLUDING SERIOUS INJURY OR DEATH), THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION OR EXPERTISE CAN ELIMINATE. THE PARTICIPANT KNOWS AND UNDERSTANDS THE SCOPE, NATURE, AND EXTENT OF THE RISKS INVOLVED IN THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT. THE PARTICIPANT VOLUNTARILY AND FREELY CHOOSES TO INCUR ANY AND ALL SUCH RISKS AND DANGERS.

____(INITIALS)

3. **EXEMPTION FROM LIABILITY:** THE PARTICIPANT HEREBY FULLY AND FOREVER DISCHARGES AND RELEASES **ROC DRIVING** FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF ANY DAMAGES SUSTAINED BY THE PARTICIPANT ARISING OUT OF THE MOTORSPORT ACTIVITIES, TAXI RIDES, RACE CAR TRAINING, WALKING ON THE RACE TRACK AND/OR ANY PART OF THE PADDOCK AND OTHER AREAS OF THE MOTODROME, AND/OR CRASHING CARS, OR WHILE PARTICIPATING IN ANY OTHER ACTIVITIES CONTEMPLATED BY THIS RELEASE. EXEMPTION FROM LIABILITY INCLUDES LOSS, DAMAGE, OR INJURY RESULTING FROM THE NEGLIGENCE OF **ROC DRIVING** OR FROM ANY OTHER CAUSE OR CAUSES.

____(INITIALS)

4. **COVENANT NOT TO SUE:** THE PARTICIPANT AGREES, FOR HIM/HERSELF AND HIS/HER HEIRS, EXECUTORS OR ADMINISTRATORS, OR ASSIGNS TO INDEMNIFY AND HOLD HELMETS AND OTHER POSSIBLE RACE-SUITES. NOR TO INITIATE OR ASSIST THE PROSECUTION OF ANY CLAIM FOR DAMAGES, OR COURSE OF ACTION, WHICH THE PARTICIPANT, HIS/HER HEIRS, EXECUTORS, OR ADMINISTRATORS HEREAFTER MAY HAVE BY REASON OF INJURY TO THE PERSON OF THE PARTICIPANT OR TO HIS/HER PROPERTY ARISING FROM THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT.

_____(INITIALS)

5. **IDEMNITY AGREEMENT:** THE PARTICIPANT AGREES FOR HIM/HERSELF AND HIS/HER HEIRS, EXECUTORS, ASSIGNS OR ADMINISTRATORS TO HOLD HELMETS AND POSSIBLE OTHER SAFETY EQUIPMENT. FROM ANY AND ALL LOSSES, CLAIMS, ACTIONS OR PROCEEDINGS OF ANY KIND WHICH MAY BE INITIATED BY THE PARTICIPANT AND/OR ANY OTHER PERSON OR ORGANIZATION. THIS INCLUDES REIMBURSEMENT OF ALL LEGAL COSTS AND REASONABLE COUNSEL FEES INCURRED BY **ROC DRIVING**, THE PARTICIPANT AND INDEMNIFIED PARTIES OR ANY OF THEM FOR THE DEFENCE IN ANY SUCH ACTIONS WHICH MAY ARISE DIRECTLY OR INDIRECTLY FROM THE ACTIVITIES OF THE PARTICIPANT WHILE ENGAGED IN THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT.

_____(INITIALS)

6. **CONTINUATION OF OBLIGATIONS:** THE PARTICIPANT AGREES AND ACKNOWLEDGES THAT THE TERMS AND CONDITIONS OF THE ABOVE PROVISIONS, INCLUDING ASSUMPTION OF RISK, EXEMPTION OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT AT ALL TIMES AND SHALL BE BINDING UPON HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS OF THE PARTICIPANT OR HIS/HER ESTATE. THE AGREEMENT SHALL BE EFFECTIVE NOT ONLY FOR THE PARTICIPANT'S FIRST MOTORSPORT ACTIVITY OR RELATED ACTIVITY BUT FOR ANY SUBSEQUENT MOTORSPORT OR RELATED ACTIVITIES OR ACTIVITIES IN ANY WAY ASSOCIATED WITH **ROC DRIVING**.

_____(INITIALS)

7. **INSURANCE DISCLAIMER:** I UNDERSTAND THAT **ROC DRIVING** DOES NOT PROVIDE ANY INSURANCE, EITHER MEDICAL OR LIABILITY FOR ANY INCIDENT OR ACCIDENT WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN ANY PHASE OF TAXI RIDES AND/OR DRIVING EXPERIENCES OR OTHER MOTOSPORT ACTIVITIES AND IF I WANT INSURANCE OF ANY KIND, I MUST FURNISH MY OWN.

_____(INITIALS)

8. **MEDICAL DISCLAIMER:** I CERTIFY THAT I DO NOT SUFFER FROM ANY CONDITIONS WHICH MAY ENDANGER THE SAFETY OF MYSELF OR ANYONE ELSE, BY PARTICIPATING IN MOTORSPORT ACTIVITIES OR DRIVING A CAR. I FURTHER CERTIFY THAT I DO NOT SUFFER FROM ANY OF THE FOLLOWING CONDITIONS: EXTREME ASTHMA, EPILEPSY, A CARDIO/RESPIRATORY DISORDER, HYPERTENSION, ANY SKELETAL OR JOINT OR LIGAMENT PROBLEM OR CONDITION. I FURTHER CERTIFY THAT I AM NEITHER PREGNANT NOR IN AN INTOXICATED STATE.

_____(INITIALS)

9. **REFUND POLICY:** THE PARTICIPANT UNDERSTANDS THAT TAXI RIDES AND/OR DRIVING EXPERIENCES OR MOTORSPORT ACTIVITIES ARE NON-REFUNDABLE ACTIVITIES FROM THE MOMENT OF PURCHASE, REGARDLESS AS TO WHETHER OR NOT THE PARTICIPANT CHOOSES TO COMPLETE THEM. PARTICIPANTS WHO CHOOSE NOT TO COMPLETE THEIR ACTIVITY SHALL BE OFFERED A PASS TO RETURN FOR A SECOND ATTEMPT ON ANOTHER DAY. THIS PASS WILL BE WRITTEN IN THEIR NAME ONLY AND IS VALID ONLY FOR THEIR USE AS A PARTICIPANT. VIDEOS OF YOUR ACTIVITIES ARE NOT GUARANTEED. IF YOUR VIDEO IS MISSED OR DAMAGED, YOU WILL BE ENTITLED TO A REFUND FOR THE VIDEO PORTION OF YOUR DRIVING PACKAGE. NO REFUND OR WILL BE GIVEN ON THE DRIVING ACTIVITY PORTION OF THE PACKAGE, NOR WILL A FREE RETAKE OF THE VIDEO BE PROVIDED.

_____(INITIALS)

I HEREBY EXPRESSLY RECOGNIZE THAT THIS AGREEMENT IS A CONTRACT PURSUANT TO WHICH I HAVE RELEASED ANY AND ALL CLAIMS AGAINST **ROC DRIVING** RESULTING FROM MY PARTICIPATION IN TAXI RIDES AND/DRIVING EXPERIENCES AND OTHER MOTORSPORT ACTIVITIES INCLUDING ANY CLAIMS CAUSED BY THE NEGLIGENCE OF **ROC DRIVING**. I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER .

PARENTAL ACCEPTANCE: I AM THE PARENT OR GUARDIAN OF THE MINOR WHO HAS SIGNED THIS AGREEMENT. I HAVE READ THE AGREEMENT AND UNDERSTAND THAT IT IS A FULL AND FINAL WAIVER AND RELEASE FROM ANY CLAIMS FOR LOSS OR DAMAGE THAT THE MINOR MAY SUFFER. I CONSENT TO THE MINOR'S PARTICIPATION AND APPROVE ALL OF THE TERMS OF THE AGREEMENT ON THE MINOR'S BEHALF. I AGREE TO INDEMNIFY ROC DRIVING., ITS AGENTS, SERVANTS, AND EMPLOYEES FROM ANY CLAIMS THAT MIGHT BE MADE AGAINST THEM BY OR ON BEHALF OF THE MINOR.

Date: _____ Signature: _____ Parent/Guardian Signature: _____

Last Name: _____ First Name: _____

Address: _____ City: _____

Province/State: _____ Country: _____ Postal Code: _____

e--mail: _____

Home Phone: _(_) _____ Work Phone: _(_) _____

Age: _____ Sex: **M** or **F** (circle one) Marital Status: Single Married Other (circle one)

Last Name of Group Organizer: _____