

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION for my being permitted to attend and be in any way involved in any Event (as defined herein) operated by Precision Track Time Limited Liability Company ("PTT"), whether as a customer, participant, driver, passenger, second seat instructor, employee, volunteer, or in any other form of relationship, and/or being permitted to enter for any purpose any Restricted Areas (which includes any area that requires special authorization/credentials/permission to enter or any area to which admission to the general public is restricted/prohibited and all specific areas so designated in the Event Specific Notes, Rules and Regulations), I hereby agree that:

1. Definitions:
 - a. "Event(s)" means any and all of the PTT activities that you will attend and/or participate in for the entire calendar year, at any Track or Venue (defined below), in which you are a customer, participant, driver, passenger, second seat instructor, employee, volunteer, or anyone with any level of participation.
 - b. "Track(s)" and/or "Venue(s)" means the location at which each and every Event is being held that you will participate in the course of a calendar year.
2. I understand the nature of the Events involved and believe by my experience and capabilities that I am qualified to participate. I have inspected or will inspect the premises, equipment and facilities of which I may come in contact and **if I believe that any aspect of the premises, vehicle (regardless of ownership and if I drive or ride along), equipment and facilities are not safe, I will promptly leave the premises and refuse to participate any further in the Event.**
3. I hereby waive, release, discharge, and covenant not to sue PTT, participants, Event instructors, drivers of cars in which I am a passenger or second seat coach/instructor, passengers, second seat coaches/instructors, any company or organization connected with the Events, racing associations, sanctioning organizations or any subdivision thereof, Track operators, Track owners, officials, vehicle owners, drivers, pit crews, rescue or emergency service personnel, any persons in any area of the Event, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event, premises and Event inspectors, surveyors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Events and each of them, their directors, officers, agents volunteers and employees ("Releasees").
4. I acknowledge by signing this document the activities at the Events and/or entry into Restricted Areas are inherently very dangerous, whether such dangers are obvious or concealed, and involve the risk of property damage, injury and/or death. I hereby accept and assume all such risks, both known and unknown, and assume all responsibility for the losses, costs and/or damages following any such property damage, injury, disability, paralysis or death, whether caused by the negligence, in whole or in part, of Releasees or otherwise.
5. I hereby waive, release, covenant not to sue and discharge for myself and my assigns, heirs, next of kin, executors, administrators and personal representatives for loss or damage, claims, rights or demands which I have or may have in the future against Releasees for all and any damages, injuries (including death) and/or claims which may be sustained by me directly or indirectly arising out of or related to the Event, whether caused by the negligence of the Releases or otherwise.

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6. I agree to indemnify and save and hold harmless the Releasees from any litigation expenses, attorney fees, loss, damage, liability, or costs incurred due to any claim, loss or damage, claims, rights or demands made against any of the Releasees, whether the claim is based on the negligence of the Releasees or otherwise.
7. I am of lawful age and legally competent to sign this affirmation and release.
8. By my signature below I hereby declare that I have completely read this entire document, fully understand it and agree to each and every provision within it. I acknowledge I have the ability to seek legal advice before signing this document. And further understand that if I do not understand this document (or any other document provided by PTT relating to the Events, including the **Vehicle and Safety Agreement** and **Event Specific Notes**), then I should not sign this document and should not participate in the Events.
9. I agree that if any aspect of this document is held to be invalid, then the remainder of the terms and conditions of this Agreement shall continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Attendee Signature and Date

Attendee Printed Name

Witness Signature and Date

Witness Printed Name

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