



Agreement for Usage of a Vehicle, Pit Crew Services, and Coaching Services

This Agreement for Usage of a Vehicle, Pit Crew Services, and Coaching Services ("Agreement") is entered into by and between the above-identified Drivers ("Driver") and W2W Racing, LLC ("W2W"); and the attached "Additional Terms and Conditions" are an integral part of this Agreement for Usage of a Vehicle, Pit Crew Services, and Coaching Services ("Agreement").

WHEREAS, W2W will provide Driver with the use of a vehicle, pit crew, coaching, vehicle repair, and maintenance services (as applicable below), and Driver will compensate W2W for such services.

NOW AND THEREFORE, in consideration of the mutual promises set forth herein, Driver and W2W agree as follows:

I. RACE AGREEMENT

1. W2W will provide and supply Driver with the following services (check the applicable):

- Vehicle Rental
- Pit Crew Services
- Coaching Services

for use in: _____ (race or track day).

2. Which vehicle W2W will supply (the "W2W Vehicle") is at the sole and absolute discretion of W2W, and at any time W2W reserves the right to change the W2W Vehicle being supplied to Driver.

3. During the time that Driver is in possession of the W2W Vehicle, and afterwards where provided below, Driver is responsible for:

a. Any loss of, or damage to, the W2W Vehicle, the W2W Vehicle's parts, and/or the W2W Vehicle's accessories, until W2W re-takes possession of the W2W Vehicle up to

- I. \$25,000 if the Driver is participating in Competitive Racing Events
- II. The total damages not covered by any insurance or insurance deductible, limited to \$10,000, if the Driver is participating in a non-competition event, HPDE, or private track day;

b. Any other damages, losses, or costs, including but not limited to salvage costs, damages caused by the loss (temporary or permanent) of W2W's ability to re-use the W2W Vehicle in any other races or track days, and/or loss of revenue to W2W, and such responsibility continues even after W2W re-takes possession of the W2W Vehicle; and

c. Any loss of, from, or damage to, vehicles, persons, bodily harm, and/or other property of third parties.

Possession shall include at a minimum any time after which the Vehicle is delivered to the track until loaded into the Trailer. Damages include any damages resulting from any harm caused by or appurtenant to the Vehicles, such as pit stops and Vehicle positioning, and is not limited to driving use or racing time.

IF PIT CREW SERVICES SELECTED:

4. During the race or track day specified in Paragraph 1 above, W2W will provide pit crew services for Driver and the W2W Vehicle or the driver's provided vehicle (collectively, the "Vehicle").
5. W2W shall provide a reasonable supply of spare parts and components along with tools, equipment, tires, fuel, and crew to service the Vehicle and perform pit stops.
6. W2W shall use reasonable prudent industry standard methods when servicing the Vehicle and performing pit stops. W2W cannot and does not guarantee a set speed of service. If the Vehicle is malfunctioning or damaged before, during, or after a race or track day, W2W does not guarantee that it will be able to restore the Vehicle to racing conditions.
7. **W2W MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE VEHICLE OR ANY COMPONENT OF THE VEHICLE, THE PIT CREW SERVICES, OR THE COACHING SERVICES PROVIDED BY W2W, AND ACCORDINGLY MAKES NO WARRANTY OF MERCHANTABILITY, MAKES NO WARRANTY THAT THE CAR OR SERVICE IS FIT FOR A PARTICULAR PURPOSE, AND MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WHATSOEVER, AND EXPRESSLY HERE DISCLAIMS ALL POSSIBLE EXPRESS AND IMPLIED WARRANTIES REGARDING THE VEHICLE OR ANY COMPONENT OF THE VEHICLE, THE PIT CREW SERVICES, OR THE COACHING SERVICES PROVIDED BY W2W.**
8. Driver acknowledges that W2W has provided the most current Tech Form Inspection for the Vehicles provided and that Driver and W2W are relying on that Tech Form Inspection as a stipulation and definitive condition report as to the Vehicle. Driver acknowledges that Driver has the opportunity to obtain via the Track/Race/Event or otherwise an independent Tech Form at the time of possession of the Vehicles should Driver so choose. Any Tech Form obtained by Driver must be provided immediately to W2W upon its completion to supersede the previously provided Tech Form Inspection.

II. DRIVER'S OBLIGATIONS:

1. Driver shall be responsible for all administrative applications and submissions for participation in any race or track day.
2. Driver shall make certain that Driver is eligible under all applicable laws, rules, and regulations to drive in car races. Driver shall make certain that Driver is in good physical/mental health and has no condition that would impair his ability to race safely; Driver will not take or ingest or inhale any, alcohol, medication, drug or other substance, whether legal or illegal, that would or could impair Driver's ability to race safely; and Driver will make certain to get sufficient sleep and rest before each race or track day to ensure that while racing he/she is at full alertness. Driver will immediately inform W2W if he/she develops any physical or mental condition that could adversely affect his/her ability to race safely. Driver must always wear appropriate protective clothing and safety equipment during all racing activities, in compliance with all regulatory requirements and good practices in the racing industry.
3. Driver shall operate the Vehicle in a manner which will, to the greatest extent possible, avoid causing damage to the Vehicle, or injury to himself/herself or others, and in compliance with all regulatory requirements of the event's sanctioning body and good practice in the racing industry. Any conduct endangering the Driver, other drivers, Pit Crew, or the Vehicle, as well as any demeaning or threatening any Crew Member, officials, other competitors, W2W, or others is strictly prohibited.
4. Driver shall comply with all rules and requirements of W2W as well as all rules, regulations, and requirements of the appropriate sanctioning body for each race or track day.
5. Any conduct found, in the sole discretion of W2W, to be in violation of this Section II shall be cause for immediate termination of all Drivers use and access to the Vehicles and services of W2W, forfeiting and surrendering immediately any fees paid or owing.

III. PAYMENT TERMS:

Terms:

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| Initials _____ _____ _____ _____ | DRIVER FEES ARE AGREED TO AS DETAILED IN W2W'S TRACKRABBIT.COM TERMS AND CONDITIONS ONLINE AND ARE AGREED TO AS A PREREQUISITE FOR THE ENFORCEABILITY OF THIS AGREEMENT AGAINST W2W. ALL FEES PAID TO W2W BY DRIVER ARE NON-REFUNDABLE UNLESS OTHERWISE NOTATED VIA TRACKRABBIT.COM DRIVER IS NOT ENTITLED TO A REFUND OF ANY FEE PAID TO W2W ONCE THE FEE IS PAID UNLESS OTHERWISE NOTATED VIA TRACKRABBIT.COM. |
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IV. RELEASE OF LIABILITY (DRIVERS' INITIALS REQUIRED):

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| Initials _____ _____ _____ _____ | <p>I AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY W2W and its affiliates, including W2W Racing Group, LLC, a Texas limited liability company, ("W2W Racing Group, LLC") from any and all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or other damages to myself or others which may arise out of my use of the Vehicle or out of my participation in, or activities at, or presence at any race, racing event, or track day for which I have engaged W2W to provide pit crew services for the Vehicle, regardless of whether I am actually driving the Vehicle when any injury, damage, death or other harmful event occurs at the race, racing event, or track day. I agree that should W2W or its affiliates be involved in any claim arising from my use of the Vehicle or participation in any event as stated above, I will further indemnify W2W and its affiliates for any cost of defense upon thirty days presentation of such expenditures. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may ever have against W2W or its affiliates, including W2W Racing Group, LLC, for the negligent acts (whether simple or gross negligence or other negligence) or other conduct of W2W.</p> |
| Initials _____ _____ _____ _____ | W2W will have the right to deny Driver from using or continuing to use the Vehicle before, during or after a race or track day if, in the sole reasonable opinion of W2W (and/or the individuals appointed by W2W, including but not limited to its crew chief) or of any sanctioning group or race official: (a) the Vehicle is unsafe for use, or (b) the Vehicle is ever operated by Driver in an unsafe or imprudent manner, or (c) Driver lacks the physical and mental health to drive the Vehicle safely and at full alertness, (d) Driver disregards instructions of W2W or of any race officials, (e) weather or other causes have rendered the track unsafe for racing; or (f) any conduct prohibited in Section II above. If W2W denies Driver's use of the Vehicle regardless of whether Driver raced the Vehicle, or Driver completed the race or track day, Driver is responsible to W2W for all fees and costs. All fees paid are nonrefundable. |

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| Initials _____ _____ _____ _____ | <p>I AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY W2W and its affiliates, including W2W Racing Group, LLC, from any and all claims, suits, or causes of action for bodily injury, property damage, wrongful death, loss of services or other damages to myself or others which may arise out of my use of the Vehicle or out of my participation in, or activities at, or presence at any race, racing event, or track day for which I have engaged W2W to provide pit crew services for the Vehicle that occurred prior to signature date of this Agreement. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have for the negligent acts (whether simple or gross negligence or other negligence) or other conduct of W2W and its affiliates that occurred prior to the signature date of this Agreement.</p> |
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| Initials _____ _____ _____ _____ | <p>IF VEHICLE RENTAL SELECTED:</p> <p>I ACKNOWLEDGE AND AGREE THAT THE W2W VEHICLE PROVIDED TO ME UNDER THIS AGREEMENT IS SUBJECT TO THE EXCLUSIVE CARE, CONTROL, AND POSSESSION OF W2W. IT IS MY RESPONSIBILITY PRIOR TO USING THE VEHICLE TO NOTIFY W2W OF ANY DEFECTS, PROBLEMS, OR CONCERNS WITH THE W2W VEHICLE. I ACKNOWLEDGE I WAS PRESENTED WITH THE ABILITY TO INDEPENDENTLY INSPECT THE VEHICLE PRIOR TO TAKING POSSESSION OF THE VEHICLE. I UNDERSTAND THAT IF I FAIL TO REPORT ANY DEFECTS, PROBLEMS, OR CONCERNS ABOUT A VEHICLE TO W2W IN WRITING PRIOR TO USING THE W2W VEHICLE, I AM RESPONSIBLE FOR ANY VEHICLE DAMAGE OR DEFECT DISCOVERED AFTER MY USE OF THE VEHICLE.</p> |
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| Initials _____ _____ _____ _____ | <p>ADDITIONAL DRIVER INDEMNITY AND ASSUMPTION OF RISKS:</p> <p>I ACKNOWLEDGE AND AGREE THAT SHOULD ANY DRIVER UTILIZE OR ALLOW A 'PRO DRIVER' AS THE TERM IS COMMONLY KNOWN, OR ANY DRIVER NOT LISTED EXPLICITLY IN THIS AGREEMENT, THAT I DO SO KNOWINGLY AND AGREEING TO ASSUME ANY AND ALL LIABILITY FOR THAT ADDITIONAL DRIVER JOINTLY AND SEVERALLY WITH THE OTHER DRIVERS, RELEASING W2W AND ITS AFFILIATES OF ANY CLAIMS BY THAT ADDITIONAL DRIVER, AND WILL WARRANT AND ASSUME ANY FEES, COSTS, REPAIRS, OR OTHER DAMAGES OCCURING AS A RESULT OF THAT ADDITIONAL DRIVER'S USE OF THE VEHICLE.</p> |
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Additional Terms and Conditions

Payment

1. Driver will be assessed a late fee on all balances 30 days past due equal to the lesser of 1.5% monthly or the highest rate allowed by law. Driver shall be in default under this Agreement if any outstanding balances remain 30 days past due. Driver explicitly authorizes W2W to charge the payment on file after 30 days notice of any fees owed unless Driver disputes the fees claimed in writing subject to paragraph 2 below. Driver will be responsible for all attorney's fees and cost of collections relating to unpaid balances. In the event that Driver is delinquent on a payment, W2W reserves the right to cease providing all services until the balance is paid in full.

2. If Driver wishes to dispute an invoice or fee charged by W2W, Driver must assert the dispute within ten (10) days following the receipt of invoice. Driver agrees that the time to dispute invoices is reasonable given the nature of the services provided by W2W and short turnaround time between races or track days. Driver agrees that after ten (10) days no invoice can be disputed.
3. Driver understands that if Driver does not use the track days established with W2W, the track days purchased shall be lost and unredeemable by Driver, and W2W shall not be required to provide those services to Driver any longer.
4. BY EXECUTING THIS AGREEMENT, DRIVER AUTHORIZES W2W TO DO ANY NECESSARY REPAIR WORK AS W2W DEEMS APPROPRIATE SO THAT THE VEHICLE CAN BE USED IN RACES OR TRACK DAYS. DRIVER AGREES TO PAY FOR ALL REPAIRS, AND OTHER FEES WITHIN 30 DAYS OF INVOICE (UNLESS OTHERWISE STATED IN THIS AGREEMENT).
5. W2W services will be rendered as an independent contractor. W2W shall not be deemed to be employed by Driver for purposes of any tax or contribution levied by the Federal Social Security Act or any law with respect to employment or compensation for employment, and W2W will file all tax forms required of an independent contractor. W2W shall have control over W2W method of providing services, subject to the standards established by the professional race car driver industry and applicable rules.

Limitation of Liability:

1. W2W is not responsible for, and shall have no liability towards, Driver for Driver's race performance. W2W cannot guarantee a particular outcome or success rate of any repair or service made.
2. If W2W materially breaches its obligations set forth herein and as a consequence of such breach Driver cannot race in a scheduled race or track day for which Driver has already incurred expenses, then W2W shall refund the fees paid to W2W and reimburse Driver for expenses incurred up to \$500.00 (five hundred dollars).
3. **DRIVER AGREES TO INDEMNIFY AND HOLD HARMLESS W2W AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES, LIENS, CLAIMS, JUDGMENTS, LIABILITIES, COSTS, EXPENSES, COSTS OF DEFENSE, OR DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) OF ANY KIND OR CHARACTER ARISING OUT OF OR RESULTING FROM THE DRIVER'S OWN ACTIONS.**

Release of Liability:

1. **DRIVER ACKNOWLEDGES AND FULLY UNDERSTANDS:** (a) that risks and dangers exist in use of the Vehicle and participation in, or activities at, or presence at any race, racing event, or track day and that other contestants and participants pose a danger to Driver; (b) that Driver's participation in such activities and/or use of the Vehicle may result in injury or illness including, but not limited to: bodily injury, concussions, strains, fractures, partial and/or total paralysis, death and/or other ailments that could cause serious physical, mental or emotional disability (collectively referred to hereinafter as "risks and dangers"); (c) that the act of providing services AND maintenance on a Vehicle does **NOT** guarantee that the Vehicle will perform properly, or that the Vehicle will not cause injury or damage, or that the Driver or the Vehicle will avoid or be protected from risks and dangers; and (d) that these risks and dangers are an assumed risk of the Driver, and regardless of whether the risks and dangers may be caused by the negligence (whether simple negligence or gross negligence or other negligence) or other actions and/or omissions of W2W and/or the owners, employees, officers, or agents of W2W, or of third parties, Driver assumes these risks and dangers and releases W2W and its affiliates from such claims.
2. **DRIVER ASSUMES ALL RISKS AND DANGERS AND ALL RESPONSIBILITIES** for any losses, damages, harm, personal injury, property damage, and/or death even if caused in whole or in part

by the negligence (whether simple negligence or gross negligence or other negligence) or other conduct of W2W and/or the owners, employees, officers, or agents of W2W, or of third parties.

- 3. DRIVER ASSUMES ALL RISKS AND DANGERS AND ALL RESPONSIBILITIES** for Driver and assumes all liability to others created or caused by any failure on Driver's part to comply with any or all the terms of the Agreement for Usage of a Vehicle, Pit Crew Services, and Coaching Services, including but not limited to Driver's obligation to comply with racetrack and/or race equipment safety regulations and other rules and regulations applicable to the professional race car driver profession and racing.

DRIVER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, DRIVER IS RELEASING ALL CLAIMS AGAINST W2W; SPECIFICALLY, DRIVER UNDERSTANDS THAT DRIVER IS RELEASING, DISCHARGING, AND WAIVING ANY AND ALL CLAIMS AND/OR ACTIONS THAT DRIVER MIGHT HAVE AND/OR MIGHT EVER HAVE AGAINST W2W FOR ANY AND ALL NEGLIGENT ACTS AND/OR OMISSIONS (WHETHER SIMPLE NEGLIGENCE OR GROSS NEGLIGENCE OR OTHER NEGLIGENCE) OF W2W AND/OR FOR ANY AND ALL OTHER ACTIONABLE CONDUCT AND/OR OMISSIONS OF W2W.

BY SIGNING THIS AGREEMENT IT IS DRIVER'S INTENTION TO EXEMPT AND RELIEVE W2W FROM LIABILITY FOR ALL DAMAGES TO THEMSELVES OR OTHERS FOR ALL INJURIES, AND FOR ALL RISKS AND DANGERS (AS DEFINED ABOVE IN THE ABOVE PARAGRAPH OF THIS RELEASE), WHETHER CAUSED BY W2W'S NEGLIGENCE (WHETHER SIMPLE NEGLIGENCE OR GROSS NEGLIGENCE OR OTHER NEGLIGENCE), OR CAUSED BY DRIVER'S NEGLIGENCE (WHETHER SIMPLE NEGLIGENCE OR GROSS NEGLIGENCE OR OTHER NEGLIGENCE), OR CAUSED BY W2W'S OR ANY OTHER PARTY'S ACTIONS OR INACTIONS. DRIVER AGREES THAT THIS RELEASE APPLIES TO ALL RACES OR TRACK DAYS IN WHICH W2W PROVIDES PIT CREW SERVICES FOR DRIVER'S VEHICLE(S).

DRIVER UNDERSTANDS THAT DRIVER IS ASSUMING ALL RISKS CONNECTED WITH PARTICIPATION IN, OR ACTIVITIES AT, OR PRESENCE AT ANY RACE, RACING EVENT, OR TRACK DAY.

DRIVER VOLUNTARILY SIGNS THIS AGREEMENT EVIDENCING ACCEPTANCE OF THE PROVISIONS STATED IN THIS AGREEMENT, AND DRIVER UNDERSTANDS THAT DRIVER'S FAMILY MEMBERS AND/OR ESTATE WILL BE BOUND BY DRIVER'S SIGNATURE RELEASING W2W FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE MAINTENANCE, TRANSPORTATION, SERVICING, RACING, AND RELATED ACTIVITIES ASSOCIATED WITH THE VEHICLE PROVIDED BY W2W AND/OR ASSOCIATED WITH DRIVER'S DRIVING OF THE VEHICLE IN ONE OR MORE RACES OR TRACK DAYS.

Miscellaneous

- Term.** The effective date of this Agreement is the date this Agreement is signed by W2W and each signer of this Agreement independently. The releases from liability set forth in this Agreement are permanent, perpetual, and cannot be terminated except in a writing which expressly terminates those releases and which is signed by **both W2W and Driver, and the rest of this paragraph is subject and subordinate to this bolded and underlined sentence.** Should Driver's agreement span more than one event, then the remainder of this Agreement can be terminated by either or both parties, and either W2W or Driver may terminate the remainder of this Agreement with or without cause at any time. A written "Notice of Termination of Remainder of Agreement," exactly so entitled, shall be given in writing and shall be effective on the date of delivery of the notice, or such later date as may be stated therein. However, and notwithstanding the immediately preceding sentence, if one or more races or track days in which Driver is to drive the Vehicle for which W2W is providing services is scheduled to take place within one (1) month of the date of the written "Notice of Termination of Remainder of Agreement", then the effective date of the termination shall

be after said race(s) or track day(s) unless there is good cause for termination such as material breach of this Agreement by W2W.

2. **Force Majeure.** Neither party shall be liable for delay or failure in the performance of its obligations under this Agreement, if such delay or failure is caused by conditions beyond his or its reasonable control, including but not limited to: fire, flood, inclement weather, accident, earthquakes, electrical outages, network failures, acts of God, terrorism, civil commotion, or labor disputes.
3. **Notice.** Any and all notices or other communication provided for herein shall be given by registered or certified mail, return receipt requested. All such notices sent to Driver must be sent to the Driver's address set forth in this Agreement. All such notices sent to W2W all notices must be sent to both 2308 Walsh Drive Round Rock, TX 78681, and a copy thereof must be sent to Hay Legal Group PLLC at 611 W. 5th Austin, TX 78701 Attn Colin Newberry, likewise by registered or certified mail, return receipt requested.
4. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, estates, personal representatives, successors, and assigns, but may not be assigned by Driver.
5. **Governing Law and Venue.** This agreement and exhibits which may be attached hereto shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any lawsuit filed in connection with this Agreement shall be in Williamson County, Texas.
6. **Dispute Resolution.** The parties agree that any and all disputes, claims or controversies arising out of or relating to this agreement shall be resolved through a process of mediation prior to the filing of any lawsuit or claim, and any pre-emptive lawsuit or claim shall be abated until such mediation is completed.
7. **Entire Agreement.** This agreement, together with all exhibits hereto and any terms and conditions entered into on the W2W Trackrabbit online portal, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements relating thereto, written or oral, except to the extent that they are expressly incorporated herein.
8. **Amendments.** This agreement and the rights and obligations hereunder may be amended or modified only by a written amendment to this agreement signed by both parties.
9. **Severability.** If any portion of this agreement is adjudicated invalid, then the rest of this agreement shall continue in full force and effect.
10. **Counterpart Signatures.** Signatures may be in counterparts (i.e. separately signed but together making up a fully executed Agreement), and facsimile and scan/email PDF signatures shall be binding.
11. **Consent to Electronic Signatures.** The parties to this Agreement hereby consent to effect this transaction electronically. Pursuant to the Uniform Electronic Transactions Act, as adopted by the State of Texas, the parties hereby affirm to each other that they agree with the terms of the Agreement, and by attaching their DocuSign signature to the Agreement, they are executing the document and intending to attach their electronic signature to it. Furthermore, the parties acknowledge that parties other than those to this Agreement can rely on a DocuSign signature(s) as the respective party's signature.
12. **Exclusions:** W2W does not provide gear, helmets, protective clothing, or other personal racing related items for Drivers. Unless otherwise agreed to, Race fees and applications and event charges, along with any and all transportation to the event, are the sole responsibility of Driver.

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|--|------------------|---------------------------|---------------------------|
| Driver 1 Name (Last) | (First) | (Middle Initial) | Telephone () - |
| Address | (City) | (State) | (Zip) |
| Emergency Contact: | Relation: | Contact # / Email: | |
| Driver 2 Name (Last) | (First) | (Middle Initial) | Telephone () - |
| Address | (City) | (State) | (Zip) |
| Emergency Contact: | Relation: | Contact # / Email: | |
| Driver 3 Name (Last) | (First) | (Middle Initial) | Telephone () - |
| Address | (City) | (State) | (Zip) |
| Emergency Contact: | Relation: | Contact # / Email: | |
| Driver 4 Name (Last) | (First) | (Middle Initial) | Telephone () - |
| Address | (City) | (State) | (Zip) |
| Emergency Contact: | Relation: | Contact # / Email: | |
| *Drivers Acknowledge that by employing or otherwise using a Pro Driver, Drivers Assume Pro Driver Liability in full, jointly and severally, as well as any repair, fees, costs, or damages incurred pursuant to this Agreement. Drivers agree to only use Pro Driver listed pursuant to the provisions below. | | | |

[SIGNATURE PAGE TO FOLLOW]

W2W Racing, LLC,
A Texas limited liability company

By: _____
Name: _____
Its: _____

DRIVERS

1) _____
Printed Name: _____
Date: _____

2) _____
Printed Name: _____
Date: _____

3) _____
Printed Name: _____
Date: _____

4) _____
Printed Name: _____
Date: _____