

# **JZILLA**

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## TRACK DAYS

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

IN CONSIDERATION of being permitted to compete, officiate, observe, or participate in any way in any JZilla Track Days Event (defined as any riding, instruction, touring, or any activities involving a motor vehicle that are offered or sponsored by JZilla Track Days, LLC ("JZilla")) or participating in any manner in any other motor vehicle functions, whether testing, recreational, instructional or competitive, or any activity requiring special authorization, credentials, or permission to enter any area to which admission by the general public is restricted or prohibited (collectively, "MOTOR VEHICLE EVENTS"), each of THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin, contracts and states as follows:

1. I acknowledge, agree and represent that MOTOR VEHICLE EVENTS require physical stamina, motor coordination, and mental alertness. I have no known physical or mental limitations and will not be under the influence of alcohol, prescription or non-prescription drugs that could impair my ability to safely operate a motor vehicle or be in proximity to activities related to the operation of motor vehicles by others.

2. I acknowledge that the roads and off-road areas on the road courses and tracks on which I will be driving, riding, or present in any other capacity are challenging, potentially dangerous, are subject to varying weather and surface conditions beyond JZilla's or the UNDERSIGNED's control, and present a significant risk of accident, injury or death to myself and/or others, and damage to property owned by myself or others. I further acknowledge that driving or riding in any vehicle, including but not limited to a convertible or open-top vehicle, even with proper safety equipment, could result in serious injury or death. The use of safety equipment, including but not limited to roll bars, cages, a helmet and/or restraints, is not a guarantee to avoid injury. I accept any and all risks of loss and damage resulting from my decision to drive or ride in any vehicle on track.

3. I hold a current, valid motor vehicle driver's license; I am at least eighteen (18) years of age; and I am an experienced motor vehicle operator. I acknowledge that I am solely and completely responsible for the safe operation of any motor vehicle in which I will be driving or riding, including compliance with all motor vehicle safety instructions and requirements and JZilla's current Event Rules and Regulations, and that JZilla is not responsible for my actions in any way. I acknowledge that I possess the skills to safely operate the motor vehicle in all conditions.

4. I acknowledge, agree, and represent that I have inspected or will immediately upon entering any MOTOR VEHICLE EVENT and continuously thereafter, inspect the motor vehicle and equipment to be used or driven by me and any area that I enter where the MOTOR VEHICLE EVENT is taking place, and I further agree and warrant that, if at any time, I am in or about any motor vehicle, equipment or area where the MOTOR VEHICLE EVENT is taking place and feel anything to be unsafe, I will immediately advise appropriate officials of such and if necessary will leave the area and/or cease any further participation in the MOTOR VEHICLE EVENT.

5. I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE JZilla, and any of its parent, affiliate and subsidiary companies, and their officers, directors, members, shareholders, employees, representatives, agents, independent contractors, successors, assigns, or promoters, participants, racing associations, sanctioning organizations or any subdivisions thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons authorized to be in any area where the MOTOR VEHICLE EVENT is taking place, sponsors, advertisers, owners, lessors, and lessees of premises used to conduct the MOTOR VEHICLE EVENT, premises and event inspectors, surveyors, underwriters, consultants or any others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the MOTOR VEHICLE EVENT, the owner and/or operator of the premises on which it is conducted or and each of them, their directors, officers, agents and employees, parent companies, affiliate and subsidiary companies, all of whom are, for the purpose herein, referred to as "Releasees," FROM ANY AND ALL LIABILITY TO ME, MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY, OR RESULTING IN MY DEATH, ARISING OUT OF OR RELATED IN ANY WAY TO MY ACTIVITIES, PARTICIPATION OR PRESENCE AT THE MOTOR VEHICLE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I HEREBY AGREE TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, LIABILITY, DAMAGE, OR COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) THEY MAY INCUR ARISING OUT OF OR RELATING IN ANY WAY TO MY ACTIVITIES, PARTICIPATION, OR PRESENCE ON THE PREMISES OR AT THE MOTOR VEHICLE EVENT, WHETHER CAUSED IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

7. I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING DAMAGE TO THE MOTOR VEHICLE) ARISING OUT OF OR RELATED IN ANY WAY TO MY ACTIVITIES, PARTICIPATION OR PRESENCE AT THE MOTOR VEHICLE EVENT (INCLUDING, WITHOUT LIMITATION, DAMAGE TO ANY

PERSON, VEHICLE OR OTHER PROPERTY BEYOND NORMAL WEAR AND TEAR) WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

8. I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES TO BE UNDERTAKEN AT THE MOTOR VEHICLE EVENT ARE INHERENTLY DANGEROUS AND INVOLVE THE RISK OF SERIOUS BODILY INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ALSO EXPRESSLY ACKNOWLEDGE THAT INJURIES I RECEIVE MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES, AND I EXPRESSLY WAIVE AND RELEASE ANY CLAIMS ARISING THEREFROM.

9. I HEREBY AGREE THAT THIS AGREEMENT EXTENDS TO ALL ACTS AND OMISSIONS, INCLUDING NEGLIGENCE, BY THE RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OR PROVINCE IN WHICH THE MOTOR VEHICLE EVENT(S) IS/ARE CONDUCTED AND THAT IF ANY PORTION HEREOF IS HELD INVALID, IT SHOULD BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW AND THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

10. I hereby agree that the EXCLUSIVE means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or relating in any way to my activities, participation, or presence at the MOTOR VEHICLE EVENT shall be BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION. By agreeing to this arbitration provision, I GIVE UP MY RIGHT TO GO TO COURT to assert or defend any claims between me and JZilla. I also HEREBY RELEASE, WAIVE, AND GIVE UP MY RIGHT TO COMMENCE, MAINTAIN OR PARTICIPATE IN ANY CLASS ACTION, CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION OR PROCEEDING against JZilla. I acknowledge and agree that my rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, and the arbitrator shall determine all issues regarding the arbitrability of the dispute. I understand and acknowledge that I am entitled to a fair hearing before the arbitrator. I further acknowledge and agree that the arbitrator shall not be empowered to award damages in excess of compensatory damages, and I expressly waive and forego any right to punitive, exemplary or similar damages unless a statute requires that compensatory damages be increased in a specified manner. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. I acknowledge and represent that I have reviewed the details of the arbitration process available on JZilla's website at <http://www.jzillatrackdays.com/arbitration-procedures>.

11. I hereby agree that any proceeding to enforce the above arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against JZilla may be commenced only in the federal or state courts located in Cobb County, Georgia. I HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THOSE COURTS FOR SUCH PURPOSES.

12. I hereby acknowledge that driving/riding in a convertible or any open-top vehicle, even with proper safety equipment, could result in serious injury or death. The use of safety equipment, including but not limited to roll bars, cages, a helmet and/or restraints, is not a guarantee to avoid injury. I accept the risk and release the organizers, racetrack, owners, participants, and JZilla Track Days, LLC from any liability resulting from my decision to drive/ride in a convertible or open-top vehicle on track.

I HAVE READ THIS AGREEMENT, AND FULLY UNDERSTAND ITS TERMS. I 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. I FURTHER INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS AGREEMENT CANNOT BE WAIVED, MODIFIED, OR AMENDED EXCEPT BY A SUBSEQUENT WRITTEN AGREEMENT SPECIFICALLY REFERENCING THE INTENT TO MODIFY THIS AGREEMENT AND EXECUTED BY ALL PARTIES HERETO. IN ADDITION TO THE FOREGOING, I SHALL BE LIABLE FOR ALL ATTORNEYS' FEES INCURRED BY RELEASEES TO ENFORCE THIS AGREEMENT. THIS AGREEMENT, AND ANY DISPUTE BETWEEN ME AND JZILLA, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, PROVIDED THAT THE ARBITRATION AGREEMENT HEREIN SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT.