

## RELEASE, WAIVER, and INDEMNITY AGREEMENT

I, \_\_\_\_\_, HEREBY DECLARE that I am aware of and fully realize the risks and dangers that are inherent in driving and riding vehicles of all types and varieties, whether cars, motorcycles, ATVs or otherwise. I realize that those risks and dangers exist regardless of any safety measures which might be employed by Nate Kern Track Experiences. ("NKTE").

As used in this RELEASE, WAIVER and INDEMNITY AGREEMENT and unless the context otherwise requires: "Participant" means any person or persons, including me, present for any purpose whatsoever at, or participating in any way in connection with, any event, school or other activity sponsored by or in any manner relating to NKTE. "Inherent dangers and risks of driving and riding" means those dangers or conditions which are in any way related to driving and riding motorized vehicles, such as speed; weather conditions as they exist or many change (such as dust, rain, ice, snow, route conditions); natural and man-made objects and things, and collisions with such objects and things; impact with barriers, signs, posts, fences or enclosures, hydrants, water pipes, man-made structures and their components; variations in steepness, terrain or road surface conditions, whether natural or as a result of design or maintenance operations, including but not limited to access roads, run-off areas and terrain modifications; collisions with other Participants; and, the failure of Participants to drive or ride with reasonable care.

1. I UNDERSTAND that it is my duty and responsibility to know the range of my own ability to control the vehicle I am operating, negotiate the course I am driving or riding, and to do so within the limits of such ability.
2. I WILL HEED ALL POSTED INFORMATION and other warnings, and will refrain from acting in a manner that may cause or contribute to the injury of others.
3. I ACCEPT AND ASSUME THE RISK OF, AND ALL LEGAL RESPONSIBILITY FOR, all injuries to persons or property resulting from any of the inherent dangers and risks of driving and riding, including the risk of injury to my or anyone else's person or property resulting from another driver's or rider's acts or omissions.
4. IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN AN NKTE LEARNING EXPERIENCE, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE NKTE, AND ITS OFFICERS, DIRECTORS, OFFICIALS, INSTRUCTORS, REPRESENTATIVES, AGENTS AND EMPLOYEES, AND THE OWNERS AND LESSEES OF THE PREMISES AT WHICH I DRIVE OR RIDE, AND THE PROMOTERS, AND THE TRACK OPERATORS, OWNERS, VEHICLE OWNERS, DRIVERS, RIDERS, PIT CREWS, SPONSORS, ADVERTISERS AND OTHERS INVOLVED IN ANY WAY, AND ALL CORNER WORKERS, OFFICIALS AND OTHER EMPLOYEES AND AGENTS FOR ANY PURPOSE (HEREIN REFERRED TO AS "RELEASEES"), FROM AND FOR ALL LIABILITY TO ME, AND TO MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR:
  - a. ALL LOSS, DAMAGE OR CLAIM OR DEMAND ON ACCOUNT OF INJURY TO ME OR MY PERSONAL PROPERTY FROM ANY CAUSE WHATSOEVER.
  - b. ALL LOSS, DAMAGE OR CLAIM, OR DEMAND ON ACCOUNT OF, OR RESULTING IN, MY INJURY, DEATH, LOSS OF LIMB(S) OR PERMANENT DISABLEMENT, AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, WHILE I AM DRIVING OR RIDING, OR AM IN, UPON OR ABOUT ANY AREA IN WHICH I OR OTHERS ARE ENGAGED IN ANY ACTIVITY, OR ARE PARTICIPATING, COMPETING, OFFICIATING, OBSERVING OR WORKING FOR ANY PURPOSE ASSOCIATED IN ANY WAY WITH ALL NKTE MOTOR SPORT OR EDUCATIONAL EVENTS OR EXPERIENCES.
5. I HEREBY AGREE TO AND INDEMNIFY THE RELEASEES, AND SAVE AND HOLD EACH OF THEM HARMLESS, FOR ANY AND ALL LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR RELATING IN ANY WAY TO MY PRESENCE IN, UPON OR ABOUT, AND ANY MANNER RELATING TO NKTE, OR IN ANY WAY PARTICIPATING, COMPETING OR OFFICIATING IN OR AT, OR OBSERVING OR WORKING IN CONNECTION WITH, AN NKTE-RELATED EVENT OR EXPERIENCE, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF ALL BODILY INJURY, DEATH and PROPERTY DAMAGE, WHETHER DUE TO MY NEGLIGENCE, THE NEGLIGENCE OF RELEASEES, OR THE NEGLIGENCE OF OTHERS, WHILE I AM IN, UPON OR ABOUT THE LOCATION OF ALL NKTE MOTOR SPORT OR EDUCATIONAL EVENTS OR EXPERIENCES, AND/OR WHILE PARTICIPATING, COMPETING OR OFFICIATING IN OR AT, OR OBSERVING OR WORKING FOR ANY PURPOSE ASSOCIATED WITH, A NKTE-RELATED EVENT OR EXPERIENCE.
7. I HEREBY AGREE TO FOLLOW ALL RULES ESTABLISHED BY NKTE, AS WELL AS ANY PENALTIES ISSUED BY NKTE.
8. I further expressly agree that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the province or state in which the driving or riding I will do takes place, and if any portion of this agreement is held invalid, the balance shall continue in full legal force and effect.
9. I HAVE READ THIS DOCUMENT, AND I UNDERSTAND THAT THIS IS A RELEASE OF ALL CLAIMS. 10. I HAVE READ AND VOLUNTARILY SIGN THE RELEASE, WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.
10. I UNDERSTAND THAT I ASSUME ALL RISK (MEANING, THE RISK OF ANYTHING THAT HAPPENS – HOWEVER BIZARRE OR EGREGIOUS) INHERENT IN DRIVING OR RIDING.
11. I VOLUNTARILY SIGN MY NAME, EVIDENCING MY ACCEPTANCE OF THE ABOVE PROVISIONS.
12. AS CONSIDERATION FOR MY BEING ALLOWED TO PARTICIPATE, I AUTHORIZE NKTE, AND ITS AGENTS, SPONSORS AND PROMOTERS, WITHOUT RESTRICTION, TO USE PHOTOGRAPHS, MOTION PICTURES, AND TRANSMISSION BY ELECTRONIC MEDIA OF MY SELF, MY NAME, MY TEAM NAME, MY SPONSORS' NAME(S), MY TEAM OWNERS' NAME(S) AND MY FOR PUBLICITY, PROMOTIONAL, ADVERTISING AND ALL OTHER PURPOSES.

<b>GROUP ASSIGNMENT:</b> NOV INT ADV (circle one)	<b>NUMBER OF TRACKDAYS ATTENDED AS RIDER</b> ____
<b>EMERGENCY CONTACT INFORMATION</b>  <b>NAME:</b> _____  <b>PHONE:</b> _____	<b>PRINTED NAME</b> _____  <b>SIGNATURE:</b> _____  <b>DATE:</b> _____