

HIGH-PERFORMANCE DRIVER EDUCATION (HPDE) TRACK DAY WAIVER AND RELEASE OF LIABILITY AGREEMENT

Event Organizer: Speed Phenom Track Attack LLC

Event Location: Willow Springs Raceway Rosemond, California

Event Date(s): 8 June 2025

This High-Performance Driver Education (HPDE) Track Day Waiver and Release of Liability Agreement ("Agreement") is entered into by and between Speed Phenom Track Attack LLC ("Organizer") and the undersigned participant ("Participant") for the purpose of participating in the HPDE track day event ("Event") conducted at the above-specified location and date(s).

1. Acknowledgment of Risks

PARTICIPANT UNDERSTANDS AND ACKNOWLEDGES THAT PARTICIPATION IN MOTORSPORT ACTIVITIES INVOLVES INHERENT RISKS, INCLUDING BUT NOT LIMITED TO:

- SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS, OR DEATH;
- PROPERTY DAMAGE OR LOSS, INCLUDING DAMAGE TO PARTICIPANT'S VEHICLE;
- HIGH SPEEDS, VEHICLE COLLISIONS, MECHANICAL FAILURE, TRACK CONDITIONS, WEATHER, OR THE ACTIONS OR NEGLIGENCE OF OTHER PARTICIPANTS, INSTRUCTORS, SPECTATORS, OR ORGANIZER'S STAFF;
- EMOTIONAL DISTRESS OR PSYCHOLOGICAL INJURY RESULTING FROM PARTICIPATION OR WITNESSING INCIDENTS DURING THE EVENT.

PARTICIPANT FULLY UNDERSTANDS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE ALL RISKS ASSOCIATED WITH MOTORSPORT ACTIVITIES.

2. Assumption of Risk

PARTICIPANT VOLUNTARILY ASSUMES ALL RISKS, KNOWN AND UNKNOWN, ASSOCIATED WITH PARTICIPATION IN THE EVENT. PARTICIPANT UNDERSTANDS THAT THIS MEANS THEY ACCEPT FULL RESPONSIBILITY FOR ANY HARM, INJURY, OR DAMAGE THAT MAY RESULT FROM THEIR PARTICIPATION.

3. Release and Waiver of Liability

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, PARTICIPANT, FOR THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE ORGANIZER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INSTRUCTORS, AFFILIATES, SPONSORS, VOLUNTEERS, PROPERTY OWNERS, AND ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE EVENT (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION WHATSOEVER, WHETHER IN LAW OR EQUITY, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, INJURY, OR DEATH THAT MAY OCCUR AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.

THIS RELEASE DOES NOT APPLY TO LIABILITY ARISING FROM GROSS NEGLIGENCE, RECKLESSNESS, OR INTENTIONAL MISCONDUCT.

4. Indemnification

Participant agrees to indemnify, defend, and hold harmless the Released Parties from any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Participant's participation in the Event, including but not limited to claims brought by third parties, co-participants, or Participant's own passengers or guests.

5. Vehicle Condition and Compliance

Participant represents and warrants that their vehicle is in safe and proper mechanical condition and meets all safety and technical requirements set by Organizer. Organizer reserves the right to exclude any vehicle or Participant from the Event for failure to meet such requirements, without refund or recourse.

6. Damage to Facilities/Property

Participant agrees to be financially responsible for any damage they cause to the track, facilities, or other property at the Event location due to their own actions or negligence. This includes, but is not limited to, barriers, fencing, track surfaces, paddock areas, and any other infrastructure. The Organizer will assess repair costs based on reasonable industry estimates and provide documentation upon request. The Participant acknowledges that this responsibility does not extend to damage caused by the Organizer's gross negligence or willful misconduct.

7. Medical Condition and Insurance

Participant certifies that they are in good physical and mental health and have no medical conditions that would impair their ability to safely participate. Participant acknowledges that Organizer does not provide medical insurance and is solely responsible for maintaining adequate insurance.

8. Compliance with Rules and Instructions

Participant agrees to comply with all rules, regulations, and instructions provided by Organizer, its staff, or instructors during the Event. Failure to comply may result in immediate removal from the Event without refund or recourse.

9. Media Release

Participant grants Organizer the irrevocable right to use Participant's name, likeness, voice, or image in any media captured during the Event for promotional, advertising, or other purposes, without compensation.

10. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal action shall be brought exclusively in the state or federal courts located in Kern County, California.

11. Severability

If any provision is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. California Civil Code Section 1542 Waiver

Participant acknowledges that this Agreement complies with California Civil Code Section 1542, which states:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

PARTICIPANT EXPRESSLY WAIVES ANY RIGHTS UNDER THIS STATUTE AND ANY SIMILAR LAWS, INTENDING THIS RELEASE TO BE AS BROAD AS LEGALLY PERMITTED.

PARTICIPANT ACKNOWLEDGMENT

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

Participant Signature: _____

Print Name: _____

Date: _____

Initials: _____

Emergency Contact Information

Name: _____

Relationship: _____

Phone Number: _____

13. No Warranty

Organizer makes no warranties, express or implied, regarding the safety, condition, or suitability of the track, equipment, or services provided during the Event. Participant acknowledges that the Event is provided "as is" and accepts all risks associated therewith.

14. Force Majeure

Organizer shall not be liable for any delay, cancellation, or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, government restrictions, or track closures.

Final Acknowledgment

By signing below, Participant certifies that they have had the opportunity to review this Agreement, ask questions, and seek legal counsel if desired. Participant understands that this Agreement is a legally binding contract and agrees to be bound by its terms.

Participant Signature: _____

Print Name: _____

Date: _____

Initials: _____