

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

FULL NAME: _____

ADDRESS: _____

PHONE: _____ AGE: _____

DRIVER LICENSE NUMBER: _____

MY DRIVER LICENSE IS VALID: YES NO

INSURANCE POLICY COMPANY AND POLICY NUMBER: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE: _____

CREDIT CARD NUMBER: _____ EXP. DATE: _____

I desire to participate in a ride, a test drive, a race, a viewing or any other activity or event that takes place on or around the Zeigler Sports Track located within the Midlink Business Park, Kalamazoo, Michigan, now or in the future (the "**Activity**"). The term "Activity" includes, without limitation, (i) to drive or be a passenger in any vehicle, whether the vehicle is owned by Sponsor (as defined below), me or any other party, (ii) to otherwise enter any area where such activities or events take place, or (iii) to observe or otherwise participate in or in any other way be involved for any purpose with such activities or events. In consideration of being permitted to participate in the Activity and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "**Release and Waiver**"), including the Covenants and Agreements (defined below).

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, executors, spouse, successors, assigns, heirs, next of kin and any other person claiming with or through me without limitation. It is my desire and intent that the words, terms, provisions, covenants and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release and Waiver is held invalid, it shall be modified to the extent necessary to be enforceable and the remainder shall not be affected and shall continue in full legal force and effect, including by modifying the Release and Waiver to allow any remaining claims to be waived, released and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever and shall apply to Activities that take place on any date after and including the date of this Release and Waiver. This document constitutes the entire agreement between Sponsor and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters, provided that any previous release of liability and/or waiver of rights between Sponsor and me shall remain in effect to the extent it relates to a different event, activity, location or date.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, "**Applicable Law**"). This Release and Waiver shall be

construed and interpreted as broadly as possible under the Applicable Law of the jurisdiction in which the Activity takes place.

If I am an employee of any Sponsor (defined below), I hereby acknowledge that my participation in the Activity is voluntary, and I hereby waive any rights of compensation as a result of injury or loss of work from my participation in the Activity. I specifically acknowledge that my involvement in the Activity is not work related, but is completely voluntary on my part, and I have not in any way been pressured or otherwise coerced into participating in the Activity. Accordingly, because I acknowledge that my participation in the Activity is unrelated to my responsibilities as an employee and is for social/recreational purposes, I hereby understand that I have no rights to workers compensation or any other claim against the Sponsor either as an employee of Sponsor or as a customer or other patron of Sponsor.

In addition to all of the above, I hereby agree to the following covenants and agreements (collectively, the "**Covenants and Agreements**"):

1. Assumption of Risk. My choice to participate in the Activity is knowing, voluntary and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death and severe personal and economic losses. These risks and dangers may result not only from my own actions, inactions or negligence, but also from the actions, inactions or negligence of others, or the condition of the facilities, equipment or vehicles. Further, there may be other risks and dangers not known to me or reasonably foreseeable at this time. I understand and I have considered the risks and dangers involved, and I voluntarily and freely choose to assume these risks and dangers.

2. Release From Liability. I fully and forever release and discharge Test Track, LLC, Zeigler Motorsports, LLC, Harold Zeigler Auto Group, Inc., Zeigler Auto Group II, Inc., AJZ-Sprinkle, LLC and all their affiliates, sister companies, subsidiaries and landlords, and the respective directors, officers, shareholders, employees, agents and insurers of such entities and their affiliates, and all others involved in the Activity (collectively referred to in this Release and Waiver as "**Sponsor**") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits and expenses, and any other liability of any kind, of or to me, my property or any other person, directly or indirectly arising out of or in connection with my participation in the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor.

3. Indemnity. I will defend, indemnify, hold harmless and reimburse Sponsor from and for all damages, losses, costs or expenses (including legal fees) incurred by Sponsor or paid by Sponsor to any person (including me or my insurers) in respect of any accident, injury (including death), loss or property damage, however caused, resulting from, arising out of or otherwise in connection with my participation in the Activity. I will reimburse Sponsor if anyone makes a claim against Sponsor in connection with my participation in the Activity, including, without limitation, any accident I may be involved in or any injury (including death), loss or damage to me, other parties or property, however caused. **I HEREBY GIVE SPONSOR AUTHORITY TO CHARGE MY CREDIT CARD FOR ALL AMOUNTS RELATED TO THE INDEMNITY DESCRIBED HEREIN.**

4. Covenant Not to Sue. I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against Sponsor, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses or damages sustained by me, other parties or my (or others') property in connection with my participation in the Activity, and I waive any right I may have to do so. This means that I cannot sue to hold Sponsor responsible for any injury (including death), loss or damage sustained by me, other parties or my (or others') property in connection with the Activity, even if it is due to the negligence, injudicious act, omission or other fault of Sponsor. I

waive my insurers' right to make a claim against Sponsor based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Sponsor.

5. Medical Expenses. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

6. Representations. I am (or if I am a minor, my parent or guardian is) over 18 years of age and I have a valid driver's license. I am in good health, in proper physical condition and do not have any medical or other conditions that would impair my ability to drive or ride in a vehicle or otherwise participate in the activity. I have never been refused automobile or other related insurance coverage or had special conditions imposed. If at any time I believe conditions to be unsafe or that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity.

7. Personal Vehicle. If my personal vehicle is used in the Activity, I represent and warrant that: (i) my personal vehicle is in good condition and fit for participation in the Activity; (ii) my personal vehicle has been maintained in accordance with the manufacturer's recommendations; (iii) I have had the drivetrain, suspension and brakes checked within the previous three months by a duly-licensed professional mechanic; (iv) my insurance policy meets Applicable Law relating to automobile/other insurance minimum coverage requirements for bodily injury, death and property damage; and (v) I will provide Sponsor with proof of valid insurance and registration upon request.

8. Covenants. I will follow any and all instructions, recommendations and cautions of Sponsor at all times during the Activity, including, without limitation, in respect of my operation of any vehicle at the Activity or other participation in the Activity. I will comply with all Applicable Laws while participating in the Activity. I will operate all vehicles at the Activity in a safe manner and will observe all applicable traffic laws. I will not operate or be a passenger in any vehicle at the Activity while under the influence of any alcohol or illegal drug, or any intoxicant, narcotic, prescription medicine or other drug which would impair my ability to operate or ride in a vehicle.

9. Publicity. I hereby grant Sponsor, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

SIGNATURES ON FOLLOWING PAGE

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

I hereby irrevocably and unconditionally agree for myself and my personal representatives, executors, spouse, successors, assigns, heirs, next of kin and any other person claiming with or through me without limitation, as follows:

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS SET FORTH ABOVE), FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW AND HAVE SIGNED THIS RELEASE AND WAIVER FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF SPONSOR IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE ANY VEHICLE PROVIDED BY ME, SPONSOR OR OTHER PARTIES.

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TEST TRACK, LLC, ZEIGLER MOTORSPORTS, LLC, HAROLD ZEIGLER AUTO GROUP, INC., ZEIGLER AUTO GROUP II, INC., AJZ-SPRINKLE, LLC AND THEIR AFFILIATES, PARTNERS AND LANDLORDS.

NAME: _____ **DATE:** _____

SIGNATURE: _____

If I am under 18 years of age, my parent or legal guardian has read and understands this document and consents and agrees to my participation in the Activity and the terms hereof.

PARENT/GUARDIAN NAME: _____ **DATE:** _____

PARENT/GUARDIAN SIGNATURE: _____

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

Riding, Test Driving, Racing or Viewing Any Activity or Event that takes place on or around the Zeigler Sports Track located within the Midlink Business Park, Kalamazoo, Michigan

DESCRIPTION AND LOCATION OF SCHEDULED EVENT(S)

DATE RELEASE SIGNED

IN CONSIDERATION of being permitted to compete, officiate, observe, work, or participate in any way in the EVENT(S) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

- Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters, and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and if necessary will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
- HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any RESTRICTED AREA, sponsors, advertisers, owners and leasees of premises used to conduct the EVENT(S), 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 EVENT(S) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the UNDERSIGNED'S INJURY OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
- HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED, also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.
- HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of 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 Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal 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.

ALL SECTIONS MUST BE COMPLETED.

PRINT NAME HERE	SIGN NAME HERE	DUTIES
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SIGNATURE AND TITLE OF WITNESS

ADDRESS OF WITNESS

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

Riding, Test Driving, Racing or Viewing Any Activity or Event that takes place on or around the Zeigler Sports Track located within the Midlink Business Park, Kalamazoo, Michigan

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my minor child ("the Minor") being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by the general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the Minor's experience and capabilities, and believe the Minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the Minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the Minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the Event(s) and/or entry into Restricted Areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by the Minor's own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the Event(s), the condition and layout of the premises and equipment, and/or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE MINOR'S FUTURE.
3. I consent to the Minor's participation in the Event(s) and/or entry into restricted areas and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any Restricted Area, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees," FROM ALL LIABILITY TO ME, THE MINOR, my and the minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor's behalf, makes a claim against any of the "Releasees" named above, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf and on behalf of the Minor.

I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

I HAVE READ THIS RELEASE

SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE

SIGNATURE OF WITNESS

PRINTED NAME OF WITNESS

NAME and AGE OF MINOR PARTICIPANT

MINOR'S ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY

DESCRIPTION AND LOCATION OF EVENT(S)

DATE RELEASE SIGNED

I have obtained my parent's consent to participate in the above event(s). I understand that I am assuming all of the risks if I get hurt during the event(s), and I state the following:

1. Both my parents and I believe I am qualified to participate in the event(s). I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the event(s).
2. I understand that the ACTIVITIES OF THE EVENT ARE VERY DANGEROUS and INVOLVE RISKS AND DANGERS OF MY BEING SERIOUSLY INJURED OR HURT, MY BEING PARALYZED OR KILLED.
3. I know that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the event(s), the rules of the event(s), the condition and layout of the premises and equipment, and/or the **NEGLIGENCE** of others, including those persons responsible for conducting the event(s).
4. I HEREBY ASSUME ALL SUCH RISKS, EVEN IF THE RISKS ARE CREATED BY THE **NEGLIGENCE** of the promoters, participants, racing associations, sanctioning organizations, or any of its subdivisions, track operators, track owners, officials, car owners, drivers, pit crews, rescue personnel, any persons in any restricted areas, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the events, premises or event inspectors, surveyors, underwriters, consultants, and any other person or entity who gives recommendations, directions, or instructions, or engages in risk evaluation, loss control activities or sales regarding the premises or events, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors and assigns, all for the purposes herein referred to as "Releasees."
5. I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE, ALL OF THE RELEASEES FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, for any and all loss or damage and any claim or any demand on account of any injury to me including, but not limited to, my death, whether caused by the **NEGLIGENCE** of the Releasees or otherwise.

I HAVE READ THE ABOVE ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY, UNDERSTAND WHAT I HAVE READ, AND SIGN IT VOLUNTARILY.

I HAVE READ THIS RELEASE

SIGNATURE OF MINOR PARTICIPANT

DATE

PRINTED NAME OF MINOR PARTICIPANT

AGE

I HAVE READ THIS RELEASE

WITNESS

PRINTED NAME OF WITNESS

Exhibit A

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

PLEASE READ, SIGN AND INITIAL THIS WAIVER AND RELEASE BEFORE ENGAGING IN ACTIVITY.

IT RELEASES PARTICIPATING ENTITIES FROM LIABILITY TO YOU!

This Waiver, Release and Hold Harmless Agreement releases Yamaha Motor Corporation, U.S.A.; Yamaha Motor Company, Ltd.; Yamaha Motor Manufacturing Corporation of America; Century Boat Company, Inc.; Skeeter Products, Inc.; Tennessee Watercraft, Inc.; G3; and each of their related, constituent, or affiliated entities including each of their directors, officers, shareholders, agents, dealers and employees ("RELEASEES") from any liability relating to my operation of a jet boat, personal watercraft, inboard, stern drive, outboard powered boat, motorcycle, ATV, snowmobile, golf car or any other product manufactured or distributed by RELEASEES ("PRODUCT") during this activity. _____(Initial)

I have been informed of applicable regulations, the operation features and the care and safety precautions before operating the PRODUCT. I know that PRODUCT operation can be a dangerous sport, which exposes me to serious personal injury or death. However, I want to operate the PRODUCT for my own needs, reasons and desires and therefore choose to participate at my own risk. I understand that RELEASEES have minimized the risk of injury or death associated with using the PRODUCT but also know it is impossible to completely eliminate the risk of injury or the degree of injury. _____(Initial) _____ (Initial)

I acknowledge that I am sixteen (16) years of age or older and I will not allow any person under the age of sixteen to operate the PRODUCT. (Persons under the age of eighteen (18) must have parent or guardian sign below). _____(Initial)

In consideration of riding the PRODUCT, I further agree to waive, covenant not to sue and indemnify, defend and hold each and all of said RELEASEES harmless from and against any and all claims, causes of action, demands or charges of any nature, including but not limited to claims with respect to the design, manufacture, repair or maintenance of the PRODUCT, or with respect to the conditions, qualifications, instructions, rules or procedures under which the demonstration ride is conducted, or from any other cause, which any party may claim to have or hold for property damage or personal injuries, including death, arising out of my use or operation of RELEASEE'S PRODUCT while participating in this activity even if caused in whole or in part by the RELEASEES whether due to negligence or not, on behalf of myself, spouse, heirs, agents or employer. _____(Initial)

I agree to wear all recommended protective apparel and to operate the PRODUCT according to all applicable laws. I have reviewed the PRODUCT warnings, labels and instructional material and confirmed PRODUCT is in working order. _____(Initial)

I agree not to operate the PRODUCT under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with operation of the PRODUCT. _____(Initial)

I irrevocably consent to and authorize RELEASEES to use my name and likeness in any photos, video, or other reproduction of me while using the PRODUCT and RELEASEES may keep all film or prints of me, for any reason and without compensation. _____(Initial)

I have read this entire document and understand that by signing it I agree that RELEASEES will not be liable to me if I am injured or killed while operating the PRODUCT and I hold RELEASEES harmless from any claims of injury or death resulting from my use of the PRODUCT, even if caused in whole or in part by the NEGLIGENCE of the RELEASEES. _____(Initial)

Based on the above, I assume the risks of, and assume full responsibility for injury and/or death, as such risks are inherent in operating or using the PRODUCT. _____(Initial)

I am advised that California Civil Code § 1542 provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge the significance and consequences of California Civil Code § 1542 and hereby elect to waive the benefits of its provisions, with the intent that this release and waiver of liability shall include claims known or unknown, and unknown and unsuspected. _____**(Initial)**

I HAVE CAREFULLY READ THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THE CONTENTS.

Date:

Print Name:

Signature:

PARENT OR GUARDIAN PERMISSION

In consideration for my child or ward being allowed to participate in this activity and to use or operate the RELEASEES' PRODUCT, I agree and represent that I am the parent or legal guardian of the above rider and give permission for the minor child or ward to operate, use and ride the RELEASEES' PRODUCT, and agree on behalf of the minor, myself and my spouse, heirs, and legal representatives, to the terms of the above Waiver, Release and Hold Harmless Agreement.

Signature:

IF PARTICIPANT IS UNDER 18, PARENT MUST SIGN