



Z1 Motorsports Driver Release and Waiver Agreement

Motorsports are dangerous and can cause serious injuries including death!

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS CONTRACT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

Please initial where indicated to certify that you have read and understand the information.

I _____ **(Participant's Name)** desire to participate in Driving/Track/Racing events, including but not limited to, test drives, practice laps, High Performance Driving Events (HPDEs), and competitive racing events, as a driver during the 2013 season. In the course of my participation as a driver at Driving/Track/Racing events during the 2013 season, I acknowledge that I will be driving a high performance track car owned by Z1 Motorsports. I am a member of the general public and will be driving the Z1 Motorsports-owned car at any Driving/Track/Racing events, for which I am able to receive authorization, for my own personal benefit. I acknowledge that the motivation for use of the car is specifically because the car is a high performance track car and that I am willingly forfeiting the option to participate in these Driving/Track/Racing events in my personal vehicle in order to drive a Z1 Motorsports-owned track vehicle. In exchange for the use of a Z1 Motorsports' vehicle and the opportunity to participate in these Driving/Track/Racing event(s), I hereby irrevocably and unconditionally warrant and agree for myself and my heirs, estate, insurers, successors, and assigns, as follows:

____ (Initial Here) **Assumption of Risk:** Before participating in any Driving/Track/Racing events with a Z1 Motorsports-owned vehicle, I will inspect the vehicle, products, and/equipment, and if I believe anything is unsafe, I will immediately advise a Z1 Motorsports agent and refuse to participate until the conditions are corrected to my satisfaction. I

____ **(Participant's Name)** represent to Z1 Motorsports that I have had sufficient experience driving sports cars at high speeds to understand the risks associated with participation in Driving/Track/Racing events. Z1 Motorsports has made no representation to me as to the suitability, condition, or safety of the vehicle, products, and/equipment that is associated with my participation in the Driving/Track/Racing events. I understand that participation in Driving/Track/Racing events involve inherent risks and dangers that can never be completely eliminated. Risks include, but are not limited to, accidents, property loss or damage, serious personal and bodily injury, mental injury, pain and suffering, death, and severe social and economic losses, and emotional distress. These may result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of participation, the effects of the weather, or the condition of the facilities, equipment, or vehicles. Further, there may be other risks that are not known to me or reasonably foreseeable at this time. I waive any and all specific notice of the existence of risks. I understand and I have considered and evaluated the nature, scope, and extent of the risks involved before, during and after Driving/Track/Racing events, and I am voluntarily and freely choosing to assume these risks. I warrant that I am physically and mentally able to fully participate in Driving/Track/Racing events.

____ (Initial Here) **I consent to treatment in the event of an emergency or other incident in which, in the reasonable judgment of the on-site personnel, I require medical care.**

____ (Initial Here) **Release of Liability, Waiver of Claims and Covenant Not to Sue:** I am not relying on any oral or written representations or statements made by third parties regarding the risks involved with operating a high performance vehicle in

a Driving/Track/Racing event environment. Knowing these facts, and in consideration of my acceptance, admission and participation in this event, I, the undersigned, for myself, my successors and anyone acting on my behalf, do hereby release, discharge, indemnify and hold harmless, Z1 Motorsports, its officers, agents, insurers, and employees (collectively, the *releasees*), from any and all claims, demands, actions or liabilities for damage and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, arising directly or indirectly out of or in connection with or my participation in Driving/Track/Racing events with a Z1 Motorsports-owned vehicle, including transportation to or from any Driving/Track/Racing event in which I have willingly chosen to participate. I will not initiate any lawsuit, court action or other legal proceeding against *released parties*, nor join or assist in prosecution of any claim for money damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me or others in connection with or in any way relating to my participation in or attendance at Driving/Track Racing events with a Z1 Motorsports-owned vehicle, and I waive any right that I have to do so. This means that I cannot sue to hold the *released parties* responsible for any injuries, losses, or damages that I may experience related to participation in Driving/Track/Racing events with a Z1 Motorsports-owned vehicle, even if it is due to ordinary negligence or other fault of *releasees* or any other participant. My insurers have no right of subrogation; I waive my insurers' right to make a claim against the *released parties* based on payments by insurers to me or on my behalf for any reason. I agree that Z1 Motorsports shall not owe me any compensation in connection with any of the provisions thereof.

____ (Initial) **Indemnity:** I will hold harmless, indemnify, and reimburse the *released parties* from any and all sums, costs, or expenses (including legal fees) incurred by any of the *released parties* or paid by them to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by me or others in connection with my attendance or participation in Driving/Track/Racing events with a Z1 Motorsports-owned vehicle, including transportation to/from any Driving/Track/Racing events. This means that I will reimburse the *released parties* if anyone makes a claim against them based on injuries, losses or damages that I may suffer in connection with my attendance or participation in Driving/Track/Racing events while using a Z1 Motorsports-owned vehicle. I agree that only Georgia law will apply the contractual relationship that exists between Z1 Motorsports and me. If I am subject to protections of California law, I further expressly waive the provisions of Section 1542 of the California Civil Code, which states "A general release does not extend to the 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."

Participant shall be required to sign Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement at any and all of the participating venues for all competitive racing events and/ product testing studies. In the event of conflict of terms between the participating venue's Release and Waiver, the participating venue's Release and Waiver shall govern.

____(Initial) **Insurance; Medical Expenses:** I understand that Z1 Motorsports and others involved with Driving/Track/Racing events do NOT provide me with any insurance; neither life, medical nor liability, for any illness, accident injury, loss, or damage that may result in connection with my participation in or attendance at the Driving/Track/Racing events with a Z1 Motorsports-owned vehicle. If I want insurance of any kind, I must obtain it on my own. I will pay my own medical emergency expenses and all subsequent medical expenses that occur as a result of my participation in or attendance at competitive racing event(s) and/ product testing studies.

Med-Arb Clause: In the event a dispute shall arise between the parties to this contract, the parties agree to participate in at least four hours of mediation, prior to arbitration, in accordance with the mediation procedures of United States Arbitration & Mediation. The mediation shall be administered USA&M approved mediator in Carrollton, GA where the Z1 Motorsports facility is located. The parties agree to share equally in the costs of the mediation.

In the event the dispute is not resolved in mediation, it is hereby agreed that the dispute shall be referred to Tommy Greer (Thomas E. Greer Mediation Office, 210 South Street, Carrollton, GA 30117) for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Forum Selection Clause: Any dispute arising from this contractual relationship shall be governed by Georgia law, and shall be decided solely and exclusively by State courts located in Carrollton, GA. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse Z1 Motorsports for its attorney's fees.

Merger Clause/ Non-Modification Clause: This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The undersigned customer hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Ambiguities Against the Drafter: The failure of Z1 Motorsports to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement shall remain in full force and effect. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned, but instead shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intent of the parties at the time of contracting.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The undersigned customer hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Other Conditions and Agreements: (Initial all)

____ This Agreement specifically embraces each and every Driving/Track/Racing event for which my personal use of a Z1 Motorsports-owned vehicle is authorized by Z1 Motorsports during the entire season and applies to each and every event, show, race, or activity hereinabove mentioned, and have the same effect as if executed for each and every authorized event.

____ I understand that I cannot terminate, cancel, or revoke this Release and Waiver Agreement for any reason.

____ I certify that I am 18 years of age or older and I have a valid driver's license.

____ I certify that my driving privileges are not revoked in any state in the United States.

____ I and all passengers in my vehicle will use available safety belts while the vehicle is in operation.

____ I am not aware of any medical condition or other circumstances that may affect my ability to participate in Driving/Track/Racing events.

____ I have not consumed alcoholic beverages or illegal substances prior to participating in this Driving/Track/Racing event.

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 INDUCEMENT, ASSURANCE OR GURANTEE 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. THE TERMS AND PROVISIONS OF THIS INSTRUMENT SHALL BE BINDING UPON THEIR HEIRS, EXECUTORS OR ADMINISTRATORS OF THE UNDERSIGNED.

(Driver Name- Printed)

(Date)

(Driver- Signature)

(Witness Name- Printed)

(Date)

(Witness-Signature)