

POLE POSITION TRACK EXPERIENCE, LLC

LIABILITY WAIVER AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

*READ CAREFULLY. THIS AGREEMENT IS LEGALLY BINDING AND MAY
AFFECT YOUR LEGAL RIGHTS.*

I am fully familiar with the safe and proper operation of the vehicle and/or motorcycle that I will use at the racetrack. I acknowledge that the use of a vehicle and/or motorcycle can result in serious or fatal injury to myself and to third party participants at the event, as well as spectators and others. I understand the use of a vehicle and/or motorcycle can result in significant damage to property. I expressly assume the risk of using a motor vehicle and/or motorcycles and to being in the proximity of others using vehicles and/or motorcycles. I hereby release and affirmatively covenant not to sue Pole Position Track Experience, LLC, [PPTE] and Florida Bimmers, LLC, its owners, employees and affiliates from any and all liability for personal injury or property damage arising out of my use, in any way of the racetrack facility, its equipment and vehicles, or my own vehicle and/or motorcycle. I agree to indemnify PPTE and Florida Bimmers, LLC and to hold PPTE and Florida Bimmers, LLC harmless from, and affirmatively covenant not to sue PPTE and Florida Bimmers, LLC, for any and all claims related to injury to me or to a third parties as a result of my own actions and/or omissions or as a result of actions or omissions of a third party while I am at the racetrack. I acknowledge that I am financially responsible for any damage that I cause to the racetrack, race equipment, or any property owned by a third party. I acknowledge that I am financially responsible for any injury that I cause to a third party at the racetrack. I agree that my express assumption of risks, waivers, and releases of PPTE and Florida Bimmers, LLC, and agreements to indemnify PPTE and Florida Bimmers, LLC, should be construed as broadly as possible in favor of PPTE and Florida Bimmers, LLC. Should any waiver or release or the indemnifications herein be deemed to be unenforceable under Florida Law, I consent to the Court constructing the language in the broadest possible manner permissible under Florida Law and that any unenforceable provisions be severed from the remainder.

Print Name:

Date:

Signature: