

# XTREME XPERIENCE

## ACCEPTANCE OF LIABILITY INSURANCE, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to observe, spectate, ride in, drive or in any way participate in driving of high performance vehicles (the "Event(s)") hosted by Xtreme Xperience, LLC, an Illinois limited liability company ("Xtreme Xperience"), which includes but is not limited to driving any performance vehicles owned and/or operated by Xtreme Xperience, and being permitted to, for any purpose, to enter into any restricted area (defined to be any area that requires 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 agrees as follows:

1. I understand the nature of the Event(s) and my own experience and capabilities, and believe that I am qualified to participate in the Event(s). I have or will inspect the premises, facilities, and equipment to be used, or with which I may come in contact before I participate in the Event(s). By enrolling to participate in the Event(s), I certify that I am cognizant of all of the inherent dangers of driving high performance vehicles, and of the basic safety rules. I understand that I should not participate in the Event(s) if I am under the influence of drugs or alcohol or if there are any physical conditions that may impair my ability to drive, understand instructions or to participate without creating risk to others or myself. Further, due to exposure of forces and speeds that may cause distress or injury to persons with pre-existing health conditions, only Holders in good health should participate in any Event. I understand and agree that I am not permitted to participate in an Event if I am pregnant, have high blood pressure, prone to motion sickness, have heart, neck, or back issues, have had recent surgery or any medical condition that could be aggravated by the forces of this experience. Lastly, a person with prosthetic legs or casted hands, arms, neck, back, legs, or feet are not permitted to participate in the Event.

2. I FULLY UNDERSTAND 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, but not limited to permanent disability, paralysis, death and property damage (the "Risks"); (b) these Risks 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, or the negligence of the Releasees named below; and (c) there may be other risks not known to me or that are not readily foreseeable at this time.

3. I understand that the Event(s) involve precision driving at high speeds and I hereby accept and assume all such Risks, both known and unknown, and assume all responsibility for losses, costs and/or damages following any such injury, property damage, disability, paralysis or death, even if caused, in whole or in part, by the negligence of the Releasees.

4. I HEREBY FOREVER RELEASE, DISCHARGE AND COVENANT NOT TO SUE the track operators, track owners, car owners, drivers, sponsors, advertisers of the Event(s) and Xtreme Xperience and each of their respective heirs, directors, officers, members, managers, shareholders, employees, agents, representatives, employees, successors and assigns (collectively the "Releasees") from any and all liability that the undersigned, his/her personal representatives, heirs and next of kin may have against the Releasees or any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is participating in the Event(s) or as a spectator at the Event(s). This waiver and release is in addition to the Racetrack Indemnity Clause that the undersigned has signed in conjunction with signing this Agreement.

5. I AGREE TO IDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, or cost, including but, not limited to attorneys' fees, they may incur due to the presence of the undersigned in any way participating in the Event(s), and whether caused by the negligence of the Releasees or otherwise.

6. I FULLY UNDERSTAND AND AGREE that I must follow safety procedures determined by Xtreme Xperience. Xtreme Xperience reserves the right to refuse service to me or remove me from the Event(s) in the event I do not cooperate with Xtreme Xperience management or otherwise engage in illegal, disruptive, or dangerous behavior. Holder must follow safety procedures determined by Xtreme Xperience.

7. I HEREBY CONSENT AND AUTHORIZE Xtreme Xperience and any of its agents or contractors to photograph, take motion pictures of, take quotes, take video footage of and/or make electronic sound recordings of me (collectively, "Electronic" or "Photographic Reproductions"). I authorize and provide Xtreme Xperience the unlimited right to use such Electronic or Photographic Reproductions for advertising, merchandising, publicity, promotion, educational, and all other commercial purposes in any medium throughout the world. I understand and agree that I will not receive any financial or other remunerations for the Electronic or Photographic Reproductions even in the event that Xtreme Xperience uses such Electronic or Photographic Reproductions for commercial purposes or financial gain. I waive any rights, claims, or interest I may have to control the use of my identity or likeness used in the Electronic or Photographic Reproductions. I further acknowledge and agree that I shall have no right to rescind the rights or to enjoin or restrain the distribution of the Electronic or Photograph Reproductions by Xtreme Xperience or its successors and assigns.

8. I further state that I am of lawful age and legally competent to sign this waiver and release: that I understand the terms herein are contractual and not a mere recital. I have signed this Agreement as my own free act and if I have any doubts concerning the contents of this waiver and release agreement, I will consult an attorney before signing it.

9. I understand that I am fully financially responsible for: (a) any and all damage to any vehicle Xtreme Xperience issues to me for use in the Event(s), (b) any insurance deductible required to be paid for any damage caused to the vehicle issued to me, the race track or premises, (c) the full amount of damage not covered by the insurance policy purchased by me, which includes returning the damaged vehicle to its prior, undamaged and fully functioning condition, and (d) the loss of use of the damaged vehicle by Xtreme Xperience for the period of time the damaged vehicle is being repaired.

10. I hereby acknowledge that I have knowingly and willingly purchased a certain level of insurance and hereby waive the opportunity to purchase a higher level of insurance coverage (if applicable) that could limit (based on the level of package) the aforementioned damages. I further acknowledge that I will cooperate fully with Xtreme Xperience staff in the event that I must utilize my insurance package by providing complete information, immediate payment and anything else necessary to promptly resolve the matter at hand based on the fact that I have already accepted responsibility for the actions.

11. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois, and that if any portion of this Agreement is held invalid, then the balance shall, notwithstanding, continue in full legal force and effect.

12. This Agreement is governed by and construed in accordance with Illinois law. Further, any suit brought to enforce or otherwise related to this Agreement shall be brought in a court situated in Cook County, Illinois. The undersigned hereby subjects him or herself to the exclusive jurisdiction of Cook County, Illinois in all suits or other enforcement actions arising out of or related to this Agreement. In the event that any provision of this Agreement shall be invalid, illegal

Date: \_\_\_\_\_  
Event: \_\_\_\_\_  
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or unenforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of this Agreement, and the validity, legality or enforceability of any of the remaining provisions of this Agreement shall not be affected or impaired by such provision in any way. In the event the undersigned fails to comply with the terms of this Agreement and Xtreme Xperience enforces its rights under this Agreement against the undersigned, the undersigned agrees to reimburse Xtreme Xperience for any and all attorneys' fees and costs incurred by Xtreme Xperience.

I HAVE READ THIS WAIVER OF LIABILITY INSURANCE, ACCEPTANCE OF RISK AND DAMAGES AND INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OF GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL ACCEPTANCE OF LIABILITY TO ALL VEHICLES, PROPERTIES AND DAMAGES INCURRED TO XTREME XPERIENCE LLC WHICH MAY BE, IF NECESSARY, PURSUED TO THE GREATEST EXTENT OF THE LAW.

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Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_