

WARNING!

DRIVING AND/OR RIDING IN A FORMULA 1 RACE CAR AND ALL ITS RELATED ACTIVITIES CAN BE DANGEROUS AND THERE ARE RISKS INVOLVED IN YOUR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR PARTICIPATION IN DRIVING AND/OR RIDING IN A FORMULA 1 RACE CAR AND ITS RELATED ACTIVITIES.

EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE

THIS EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL DOCUMENT. It is hereinafter referred to as “the Agreement.” The parties to this Agreement are, on one hand, myself, my heirs, my personal representatives and all others who may claim by or through me at any time, including any representative(s) of my Estate and, on the other hand, LRS Formula USA LLC and its affiliates, subsidiary and parent companies and their respective members, shareholders, managers, directors, officers, agents, employees, drivers, driving instructors, contractors, successors or assigns (collectively and individually “LRS”).

I agree that my initials and signature, where indicated in this Agreement, is my acknowledgement of the contents of the paragraph in question and is my legally binding agreement to and acceptance of this Agreement’s provision. **I WILL NOT SIGN OR INITIAL ANY PART OF THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

INITIALS []

VOLUNTARY CHOICE

I desire to either drive or ride in a Formula 1 race car, and I have come to participate in driving and/or riding in a Formula 1 race car of my own free will and not due to any inducement or duress whatsoever. I understand that part of the required consideration for being allowed to drive and/or ride in a Formula 1 race car is my execution of all the provisions of this Agreement.

INITIALS []

NATURE OF SPORT AND ASSUMPTION OF ALL ASSOCIATED RISKS

I understand that driving and/or riding in a Formula 1 race car and all its attendant activities such as driving and/or riding in a Formula 1 race car at a high rate of speed on a race track is a **DANGEROUS, CALCULATED RISK** activity which can, and sometimes does, result in **SERIOUS, PERMANENT BODILY INJURY OR DEATH** to its participants. I understand that I will be driving and/or riding in a Formula 1 race car at a high rate of speed on a race track, which is a dangerous thing to do. I understand that I can be injured or killed, **EVEN IF I DO EVERYTHING AS I WAS INSTRUCTED TO DO.** I am accepting these and all other accompanying risks in order to be allowed to drive and/or ride in a Formula 1 race car of my own free will and with full understanding of the possible consequences and potential dangers, and without inducements, promises or statements other than those contained in this Agreement.

INITIALS []

I hereby personally **ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property or the property of others which may in any way, whether foreseeable or not, arise out of my driving and/or riding in a Formula 1 race car or my use of the Formula 1 race car(s) and all accompanying facilities and equipment, and/or from the actions – specifically including negligent acts or omissions – of all persons involved either directly or indirectly in this activity. **I KNOW AND FULLY APPRECIATE THAT DRIVING AND/OR RIDING IN A FORMULA 1 RACE CAR EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY AND DEATH. I FULLY APPRECIATE THESE DANGERS AND VOLUNTARILY ASSUME THESE RISKS.**

INITIALS []

RELEASE AND WAIVER OF ALL CLAIMS FOR NEGLIGENCE OR OTHERWISE

For valuable consideration including, but not limited to, the opportunity to participate in driving and/or riding in a Formula 1 race car, I for myself, my heirs, representatives, assigns, successors, administrators, and anyone else claiming by or through me **HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) - WHETHER FORESEEABLE OR NOT - ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY, OR OTHERWISE** which I may presently or at any time in the future possess against anyone associated with this event including, but not limited to: LRS, any employee, agent, representative, shareholder, officer, director, subsidiary, affiliate, parent company, successor, contractor or assignee or LRS, any promoters, participants, racing association, sanctioning organization or any subdivision thereof, track operator, track owner, officials, car owners, drivers, driving instructors, pit crews, any persons in any restricted areas, sponsors, advertisers, owners, and lessees or the premises used to conduct the event and each of them, their officers and employees (all of whom are hereinafter collectively referred to as the “RELEASED PARTIES”) that are involved in my driving and/or riding in a Formula 1 race car with which the RELEASED PARTIES have any connection, or which may presently or in the future arise out of, or in any manner occur in connection with my driving and/or riding in a Formula 1 race car in association with the RELEASED PARTIES. This Release and Waiver is meant to and shall apply to any and all claims, causes of actions, demands, or sums of money that I may have or be entitled to from any of the RELEASED PARTIES as a consequence of any type of damage (whether personal or property), loss, death, or injury I, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of my driving and/or riding in a Formula 1 race car activities that in any way involve the RELEASED PARTIES, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure me.

INITIALS []

RELEASE AND WAIVER OF ALL CLAIMS FOR GROSS NEGLIGENCE

In addition, I on behalf of myself, my heirs, representatives, assigns and anyone making claim by or through me or my Estate at any time further **EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES FOR GROSS NEGLIGENCE** that I or my representatives or heirs may have either now or in the future as a consequence of any injuries, death, loss or property damage arising out of, or connected in any way with my driving and/or riding in a Formula 1 race car activities involving any or all the RELEASED PARTIES.

INITIALS []

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RELEASE AND WAIVER OF ALL CLAIMS FOR WILLFUL AND WANTON CONDUCT

In addition, I on behalf of myself, my heirs, representatives, assigns and anyone making claim by or through me or my Estate at any time further **EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS I MAY HAVE AGAINST THE RELEASED PARTIES FOR WILLFUL AND WANTON CONDUCT** that I or my representatives or heirs may have either now or in the future as a consequence of any injuries, death, loss or property damage arising out of, or connected in any way with my driving and/or riding in a Formula 1 race car activities involving any or all of the RELEASED PARTIES.

INITIALS []

COVENANT NOT TO SUE

I agree never to institute any lawsuit or action at law or otherwise against any of the RELEASED PARTIES, nor to initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I, my heirs, assigns, representatives, successors or administrators may have either now or at any time in the future by reason or any loss or injury (including death) to any person or property arising from the activities contemplated by or in this Agreement.

INITIALS []

DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT

In the event of a breach of this Agreement by me, my heirs, my Estate or anyone acting on my behalf of through me, **I AGREE AND WARRANT THAT I WILL BE LIABLE TO PAY, AND WILL PAY, EACH OF THE RELEASED PARTIES THEIR ACTUAL ATTORNEY FEES, COURT COSTS, AND OTHER EXPENSES CAUSED BY SUCH A BREACH** and will otherwise make them whole for any and all sums of money they have to expend because of a breach of this Agreement, and that I will otherwise be liable as provided by law. I also agree and represent that if I, my heirs, representatives, or anyone acting for on my behalf files or threatens to file suit against any of the RELEASED PARTIES for any claim that is or may be barred and/or relinquished by this Agreement, such shall constitute a material breach of this Agreement. Notwithstanding the foregoing remedies for such a breach, I agree and warrant that the existence of such remedies in favor of the RELEASED PARTIES in no way deprives them of their other rights under this Agreement or at law including their right to have any such suit or claim I or those acting through me may bring against them barred or dismissed based on the releases and waivers set forth in this Agreement.

INITIALS []

NOTICE OF THE ENFORCEABILITY AND VALIDITY OF THIS AGREEMENT

I understand and agree that if I, or anyone on my behalf, initiates any suit or actions at law against any of the RELEASED PARTIES for any loss or injury, no matter how minor or severe, to my person or property, that this document will be used in court. **I ALSO UNDERSTAND THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHELD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS AND DEATH ARISING OUT OF FORMULA 1 RACE CAR DRIVING AND RIDING ACTIVITIES.**

INITIALS []

COVENANT THAT THE EVENTS COVERED BY THIS AGREEMENT ARE NOT ULTRAHAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE

I hereby affirm that, while dangerous and risky, the activities covered by this Agreement are not ultrahazardous activities for which one can be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

INITIALS []

CONDITION OF HEALTH

I hereby state and represent that I am in good physical and mental health and am able to withstand the physical and mental stresses inherent in the activities contemplated by this Agreement. I further state and affirm that I am unaware of any health-related problem that may affect my ability to participate, if I so chose, in the activities contemplated by this Agreement. I further state and affirm that I am not presently taking any drugs, prescription or otherwise, including any controlled substances. **I HEREBY STATE AND AFFIRM THAT I WILL NOT USE ALCOHOL, CONTROLLED SUBSTANCES, OR OTHER DRUGS, PRESCRIPTION OR OTHERWISE, PRIOR OR DURING THE EVENTS CONTEMPLATED BY THIS AGREEMENT AND ANY TIME.**

INITIALS []

Do you have normal vision, or do you wear corrective lenses? () NORMAL () CORRECTIVE

If you have corrective lenses, are you wearing them
and will you wear them during all activities contemplated by this agreement? () YES () NO

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VALID DRIVER'S LICENSE

I hereby state that I currently am in possession of a valid driver's license issued to me by that State of _____.

License Number _____ and further affirm that my privileges to use any and all facilities or equipment referred to herein will **CEASE** should my driver's license be suspended or revoked for any reason. I further promise to inform LRS immediately of any such suspension or revocation.

INITIALS []

TRAINING

I agree that **I WILL NOT DRIVE AND/OR RIDE IN THE FORMULA 1 RACE CAR** unless I have no reservations about the drive and/or ride and that if I feel, at any time, that I am not qualified or able to make the drive and/or ride, regardless of the extent of my training or the application of that training, I will not do so. **I AFFIRM AND AGREE THAT EACH AND EVERY TIME I RIDE IN OR DRIVE A FORMULA 1 RACE CAR, THE ACT OF DRIVING AND/OR RIDING IS THE SOLE AND CONCLUSIVE PROOF THAT MY ABILITY AND TRAINING WERE ADEQUATE FOR THE RISKS INVOLVED.**

INITIALS []

LEGAL AGE OF CONTRACT

I hereby state that I am of lawful age (**18 years or older**) and legally competent to execute this Agreement and further understand that the terms contained herein are contractual in nature, and not a mere recital and that I have executed this agreement of my own free will.

INITIALS []

NOTICE OF OPPORTUNITY TO CONSULT LEGAL COUNSEL

I understand that I am in no way obligated to sign this Agreement and, further, that **I AM FREE TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL** at my own expense prior to signing this Agreement and that any advice, suggestions, or statements made by any of the **RELEASED PARTIES** are not binding upon them unless they are set forth in this Agreement.

INITIALS []

CONTINUATION OF OBLIGATIONS

I hereby agree and acknowledge that all the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in driving and/or riding in a Formula 1 race car, or while associated with, any of the **RELEASED PARTIES**, and all the terms of this Agreement shall be binding upon my heirs, assigns, representatives, successors and administrators of my estate.

INITIALS []

AGREEMENT TO BE INTREPETED IN FAVOR OF THE RELEASED PARTIES

I understand that this Agreement applies to all phases of my involvement in driving and/or riding in a Formula 1 race car activities involving the **RELEASED PARTIES** and it is my intention that this document be **BROADLY CONSTRUED** in favor of any and all of the **RELEASED PARTIES** and **AGAINST ME** and that any and all ambiguities in it be resolved in favor of the **RELEASED PARTIES**.

INITIALS []

VALIDITY/ENFORCEABILITY IN WHOLE AND IN PART

This is a legally binding contract. If a Court should decide that any clause of other portions of this contract is illegal or unenforceable, I agree that such a determination shall not affect the validity and enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

INITIALS []

EMERGENCY NOTIFICATION IN CASE OF ACCIDENT

NOTIFY: _____ PHONE: _____

I have carefully read this entire Agreement, without any time constraints being placed upon me, and fully understand and agree to be bound by its contents. I am aware that by signing this contract **I AM GIVING UP IMPORTANT LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION OR DURESS OF ANY TYPE.**

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

DATE: _____ WITNESS: _____

PRINTED NAME: _____

PARTICIPANT INFORMATION FORM

Please **COMPLETE AND BRING WITH YOU** to the track on the date of your LRS Formula 1 Racing Challenge.

THE FOLLOWING INFORMATION IS NEEDED IN CASE WE HAVE TO CONTACT YOU FOR ANY REASON

Name:			
Street Address:			
City:	State:		ZIP:
Email Address:			
Home Phone: ()	Cell Phone: ()		

THE FOLLOWING INFORMATION IS YOUR EMERGENCY CONTACT ON YOUR DRIVING DATE

Whom do we contact:	Relation to you:		
Is this person with you today at the track?	YES _____	NO _____	
Contact Street Address:			
City:	State:		ZIP:
Contact Home Phone: ()	Contact Cell Phone: ()		

THE FOLLOWING INFORMATION WILL ONLY BE USED IN THE EVENT ON AN INJURY/ILLNESS OR EMERGENCY

Past or present Medical Conditions:
Current or Regular Medications:
Drug or other Allergies:
Birthdate

I understand that the medical information requested on this form is confidential and will only be used by Emergency Medical technicians or other medical personnel in the event of an injury/illness or emergency.

Signature of Participant (Driver or Passenger)

Date